



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Department of Veterans' Affairs**  
(AG2011/14169)

### DVA ENTERPRISE AGREEMENT 2012 - 2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 16 DECEMBER 2011

*Application for approval of the DVA Enterprise Agreement 2012-2014.*

[1] An application has been made for approval of an enterprise agreement known as the DVA Enterprise Agreement 2011-2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through the Department of Veterans' Affairs. The Agreement is a single-enterprise agreement.

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

[3] The Media, Entertainment and Arts Alliance, the CPSU, the Community and Public Sector Union, the Australian Salaried Medical Officers Federation and United Voice, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54(1)(b) of the Act, and Clause 5 of the Agreement, will operate from 1 January 2012. The nominal expiry date of the Agreement is 30 June 2014.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE890228 PR518061>



Australian Government  
Department of Veterans' Affairs

# DVA

## ENTERPRISE AGREEMENT

2012 – 2014



# DVA ENTERPRISE AGREEMENT 2012 – 2014

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>PART A: TECHNICAL MATTERS.....</b>               | <b>4</b>  |
| BACKGROUND AND PURPOSE .....                        | 4         |
| TITLE .....   | 4         |
| COVERAGE .....                                      | 4         |
| DURATION.....                                       | 4         |
| CLOSED AGREEMENT .....                              | 4         |
| DELEGATIONS.....                                    | 5         |
| GENERAL GUIDANCE AND INTERPRETATION .....           | 5         |
| DEFINITIONS .....                                   | 5         |
| <b>PART B: WORKING TOGETHER.....</b>                | <b>10</b> |
| CONTEXT AND VISION.....                             | 10        |
| COMMITMENTS .....                                   | 10        |
| CONSULTATION ON WORKPLACE ISSUES .....              | 11        |
| WORKPLACE DELEGATES .....                           | 12        |
| RESOLUTION OF AGREEMENT DISPUTES.....               | 12        |
| DISCRIMINATION AND HARASSMENT.....                  | 13        |
| STAFF SURVEYS .....                                 | 13        |
| A SUSTAINABLE DVA .....                             | 13        |
| MANAGING WORKPLACE ATTENDANCE.....                  | 14        |
| TELEPHONY SCHEDULING .....                          | 14        |
| <b>PART C: REMUNERATION.....</b>                    | <b>16</b> |
| SALARY .....  | 16        |
| ALLOWANCES .....                                    | 20        |
| OVERTIME.....                                       | 24        |
| DOMESTIC TRAVEL.....                                | 26        |
| OVERSEAS TRAVEL .....                               | 27        |
| RELOCATION ASSISTANCE .....                         | 27        |
| REMOTE LOCALITIES ASSISTANCE .....                  | 32        |
| INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....           | 36        |
| ADJUSTMENT OF VARIOUS ALLOWANCES AND CEILINGS ..... | 37        |
| SUPERANNUATION .....                                | 37        |
| OTHER PAYMENTS.....                                 | 38        |
| <b>PART D: FLEXIBLE WORKING ARRANGEMENTS.....</b>   | <b>39</b> |
| HOURS OF DUTY .....                                 | 39        |
| FLEXIBLE WORK ARRANGEMENTS.....                     | 42        |
| BREASTFEEDING FRIENDLY WORKPLACE.....               | 45        |
| DVA EMPLOYEE SUPPORT REFERRAL SERVICE .....         | 45        |
| EMPLOYEE ASSISTANCE PROGRAM.....                    | 45        |
| HEALTH AND SAFETY .....                             | 45        |
| <b>PART E: LEAVE AND PUBLIC HOLIDAYS.....</b>       | <b>47</b> |
| RECREATION LEAVE.....                               | 47        |

|  |           |
|--|-----------|
| PERSONAL LEAVE.....  | 49        |
| COMPASSIONATE / BEREAVEMENT LEAVE.....                                 | 50        |
| CAREER INTERVAL LEAVE .....  | 51        |
| MISCELLANEOUS LEAVE .....  | 51        |
| COMMUNITY SERVICE LEAVE.....   | 52        |
| DEFENCE RESERVISTS LEAVE.....  | 53        |
| WAR SERVICE SICK LEAVE .....   | 53        |
| LONG SERVICE LEAVE .....   | 54        |
| MATERNITY, MATERNAL, ADOPTION/FOSTERING, PARENTAL LEAVE.....           | 54        |
| PUBLIC HOLIDAYS .....  | 56        |
| ADDITIONAL HOLIDAY .....   | 57        |
| CHRISTMAS SHUTDOWN.....  | 57        |
| PORTABILITY OF LEAVE.....  | 58        |
| RECOGNITION OF PRIOR SERVICE FOR PERSONAL LEAVE.....                   | 58        |
| EXPENSES – CANCELLATION OF LEAVE OR RECALL TO DUTY .....               | 58        |
| <b>PART F: IMPROVING SKILLS AND PERFORMANCE.....</b>                   | <b>59</b> |
| PERFORMANCE FEEDBACK .....   | 59        |
| LEARNING AND DEVELOPMENT .....   | 60        |
| MANAGING UNDERPERFORMANCE.....   | 61        |
| UNAUTHORISED ABSENCE.....  | 63        |
| <b>PART G: DVA'S WORKFORCE INTO THE FUTURE.....</b>                    | <b>64</b> |
| RECRUITMENT AND SELECTION .....  | 64        |
| BROADBANDING AND ADVANCEMENT .....                                     | 65        |
| MOBILITY.....  | 69        |
| <b>PART H: ORGANISATIONAL CHANGE.....</b>                              | <b>70</b> |
| CONSULTATION ON MAJOR CHANGES .....                                    | 70        |
| EMPLOYEE SUPPORT AND CAREER TRANSITION.....                            | 71        |
| REDEPLOYMENT AND RETRENCHMENT .....                                    | 72        |
| TERMINATION OF EMPLOYMENT .....  | 77        |
| RESIGNATION .....  | 78        |
| <b>ATTACHMENT A - PRINCIPLES RELATING TO WORKPLACE DELEGATES .....</b> | <b>79</b> |
| <b>ATTACHMENT B – SALARY RATES.....</b>                                | <b>80</b> |
| <b>ATTACHMENT C – PRODUCTIVITY PAYMENTS.....</b>                       | <b>84</b> |
| <b>INDEX.....</b>  | <b>85</b> |

## **PART A. TECHNICAL MATTERS**

### **BACKGROUND AND PURPOSE**

- 1 This is an Agreement under section 172 of the *Fair Work Act 2009* (Fair Work Act). It sets out the employment terms and conditions for employees of the Department of Veterans' Affairs (DVA).

### **TITLE**

- 2 This Agreement shall be known as the DVA Enterprise Agreement 2012 – 2014.

### **COVERAGE**

- 3 In accordance with section 53 of the Fair Work Act, this Agreement covers:
  - a) the Secretary of DVA, on behalf of the Commonwealth
  - b) all non-SES employees of DVA employed under the *Public Service Act 1999* (Public Service Act); and
  - c) the Community and Public Sector Union; the Media, Entertainment and Arts Alliance; the Australian Salaried Medical Officers Federation; and United Voice if Fair Work Australia notes this coverage in its decision to approve this agreement.
- 4 Employees of DVA include employees employed under the Public Service Act in the Office of Australian War Graves (OAWG), the Veterans and Veterans Families Counselling Service (VVCS), Repatriation Medical Authority (RMA), the Specialist Medical Review Council (SMRC) and the Veterans' Review Board (VRB) but excluding the Senior Executive Service or equivalent classifications.

### **DURATION**

- 5 This Agreement comes into operation on 1 January 2012 or the seventh day after approval by Fair Work Australia, whichever is the later, and nominally expires on 30 June 2014.

### **CLOSED AGREEMENT**

- 6 This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law.
- 7 From the commencement of this Agreement, a person or organisation covered by the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of the operation of this Agreement, except where consistent with the terms of this Agreement.

## DELEGATIONS

- 8 The Secretary may, in writing, delegate any of the Secretary's powers or functions under this Agreement, with or without limitation, other than the power to delegate.

## GENERAL GUIDANCE AND INTERPRETATION

- 9 Further guidance and advice to assist employees and managers to properly apply the conditions of employment contained in this Agreement is contained in the DVA people management policies and/or guidelines as varied from time to time.
- 10 To the extent of any inconsistency, the terms of this Agreement prevail over the terms of any DVA people management policies or guidelines about matters in this Agreement.
- 11 The Dispute Resolution Procedures set out in clauses 25 to 32 of this Agreement apply to a dispute relating to the application of any policy or guideline about matters in this Agreement.

## DEFINITIONS

- 12 Unless the contrary intention appears:

**"Advancement"** means the movement of an ongoing employee to a higher work level within the same DVA, OAWG or VVCS Band as appropriate.

**"APS"** means the Australian Public Service.

**"APSC"** means the Australian Public Service Commission.

**"APS employee"** means an employee employed under the Public Service Act.

**"APS Jobs"** means the electronic APS Employment Gazette.

**"Child"** includes a child of an employee or of the employee's partner, an adopted child, a step child, a foster child or an ex-nuptial child, who is less than 18 years old, or who is 18 and over and a dependant of the employee.

**"Department"** means the Australian Government Department of Veterans' Affairs.

**"Dependant"** in relation to employees, means:

- (a) the employee's partner; or
- (b) an employee's child or parent, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

**“Documentary evidence”** means documentary evidence that would satisfy a reasonable person to substantiate the reasons for the leave. Where documentary evidence is a requirement for personal illness or injury it is expected that this evidence will be in the form of a medical certificate from a registered medical or health practitioner. The certificate must state that in the practitioner's opinion the employee was, is or will be unfit for work because of personal injury or illness. Where it is not reasonable to expect the employee to give the employer a medical certificate – a statutory declaration may be made by the employee. A statutory declaration must state that the employee was, is or will be unfit for work because of personal injury or illness and the reason(s) why it was impracticable for the employee to obtain a medical certificate from a registered medical or health practitioner. In cases other than personal illness or injury, other supporting evidence may be accepted.

**“DVA”** means the Australian Government Department of Veterans' Affairs. Unless otherwise stated, a reference to DVA is also a reference to VVCS and OAWG.

**“Economy air travel”** means the lowest practical contracted economy air fare available through the DVA travel provider at the time the travel is undertaken or, where there is no contracted fare or no DVA travel provider, the fare DVA would have incurred to transport the employee by air to the location for official business.

**“Eligible employee”** for the purpose of overtime, emergency duty and restriction is an employee who is allocated a classification, the maximum salary rate of which does not exceed the maximum salary rate of the APS 6 classification (or equivalent). It also includes an employee who is allocated a classification and duties above the APS 6 classification level (or equivalent) in the Information & Communications Technology Solutions Group who, in exceptional circumstances, is approved for overtime payments by the Chief Information Officer.

**“Employee”** means a person who works in the Department of Veterans' Affairs, whether full-time or part-time, and is employed under and within the meaning of the Public Service Act. The term encompasses ongoing employees (including those on probation) and non-ongoing employees except where otherwise specified.

**“Family home”** means a home where the employee ordinarily resided and housed their possessions immediately before being notified in writing of their reassignment.

**“Family member”** includes a person who is a member of the employee's immediate family or the employee's household.

**“FBT”** means Fringe Benefits Tax

**“Field employee”** means an employee employed in the OAWG within Australia but outside of the Australian Capital Territory.

**“Foster child”** means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of

age and the child is not (otherwise than because of the fostering) a child of the employee or the employee's partner.'

**"GST"**, where a financial amount or allowance is specified it is inclusive of the Goods and Services Tax (GST) as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

**"Headquarters"** is the location at which the employee ordinarily performs duty.

**"Home ownership"** means that an employee is the owner or part owner (including where the home is subject to a mortgage) of the family home. The employee is also considered to own a home if the home is owned in part or in full by another member/members of the family with whom they live.

**"Immediate family"** includes a partner or former partner of the employee, a child or adult child, parent, grandparent, grandchild or sibling of the employee (or of the partner of the employee); or for Aboriginal and Torres Strait employees, a person related to the employee through traditional kinship (refer definitions of "partner", and "child").

**"Income"** means gross income earned through salary and wages or, for dependants who are self employed, taxable income.

**"Intranet"** means the Department of Veterans' Affairs Intranet.

**"Just cause"** means a legitimate reason. In an employment context "just cause" means a real cause or basis as distinguished from an arbitrary or capricious reason.

**"Leave not to count as service"** means a period of leave during which the employee does not accrue any entitlements, including recreation leave, personal leave, long service leave or flextime and is not paid any salary or allowances. Such leave does not count as qualifying service for any purpose.

**"Locality other than the usual place of work"** for travel and related purposes means a town or city other than the one where the employee usually works. It does not include another locality within the town or city where the employee usually works.

**"Manager"** means the person in charge of the organisational unit (i.e. Division, Group, Section, work unit or other organisational component as determined by the Secretary) in which the employee works and who has the authority to take the action referred to in this Agreement.

**"Medical Certificate"** means a certificate signed by a registered health practitioner .

**"Merit Selection"** means a selection based on merit as defined in the relevant APS legislation including regulations and directions.

“**NES**” means the National Employment Standards under the Fair Work Act.

“**OAWG**” means Office of Australian War Graves.

“**Parliamentary Service**” means employment under the *Parliamentary Service Act 1999*.

“**Partner**” of an employee means, in relation to an employee who is a member of a couple living in a relationship on a genuine domestic basis (regardless of gender or marital status), the other member of the couple.

“**Placement**” in relation to the adoption or fostering of a child means the day the employee takes custody of the child or the day the employee starts travel that is reasonably necessary to take custody of the child.

“**Public interest**” means where an employee relocates from one locality to another as a result of:

- promotion;
- advancement;
- reassignment of duties, engagement, or redeployment as an excess employee, deemed to be in the interests of DVA; or
- temporary relocation in the interests of DVA, for a period of 13 weeks or more

the relocation is considered to be in the public interest.

“**Reassignment of duties**” means movement to another set of duties at the employee’s regular classification level.

“**Registered health practitioner**” means a health practitioner registered or person licensed as a health practitioner (or as a health practitioner of a particular type), under a law of a State or Territory that provides for registration or licensing of health practitioners (or health practitioners of that type).

“**Regular level**” or “**Regular salary level**” means the classification level at which the employee works when he/she is not on temporary assignment to a higher classification level.

“**Regular salary**” means the salary at the employee’s regular salary level.

“**Relocation**” means a change to the normal place of work for an employee, encompassing moves between cities, not within a city.

**“Repatriation Commission”** means the body corporate created by the *Repatriation Act 1920* and continued in existence by sub-section 179(1) of the *Veterans’ Entitlements Act 1986*.

**“Salary progression”** means movement of an employee from one salary point within a work level to a higher point within the same work level.

**“Secretary”** means the person performing the duties of the office of Secretary of the Department including a delegate of the Secretary or a person authorised for the purpose by the Secretary.

**“Senior Manager”** means a manager with the title of Deputy Commissioner, General Manager, National Manager, Director War Graves or other title as determined by the Secretary.

**“School age”**, for a child means the age at which the child is required by a law of the State or Territory in which the child lives to start attending school.

**“Temporary Assignment to a Higher Level”** means duties undertaken at a higher level than an employee’s regular level, both within and across DVA Bands.

**“VVCS”** means Veterans and Veterans Families Counselling Service.

**“Work Level”** means an APS classification level.

**“Work Level Standards”** means the DVA, OAWG or VVCS Work Level Standards as amended from time to time.

## PART B: WORKING TOGETHER

### CONTEXT AND VISION

- 13 This Agreement continues the partnership between DVA and its employees to deliver a client-centric approach to service delivery in an environment of smaller budgets and with fewer clients receiving services from fewer employees. To maintain a healthy, single and cohesive organisation supported by efficient and capable employees DVA will continue to provide opportunities to enhance employee capability.

### COMMITMENTS

- 14 The continuing DVA employer and employee partnership supporting our vision is based on the following goals and undertakings:

|     | <b>DVA's Goals &amp; Undertakings</b>   | <b>DVA Employee Goals &amp; Undertakings</b>   |
|-----|---|--|
| (a) | Ensure that the standardisation, rationalisation and consolidation program is progressed without detriment to the efficient and effective delivery of DVA's core business.  | Continue to provide high quality results and efficient delivery of services to the veteran community and stakeholders. Look for ways to strengthen our third party networks. |
| (b) | Ensure corporate objectives and directions are clearly articulated and employees are aligned to the vision.   | Acknowledge that the vision for DVA means that we will be continuously changing. Look for ways to do our work more efficiently and effectively.                              |
| (c) | Ensure employees are kept up to date with changes in the workplace and what this means for them.  | Remain informed in relation to day to day operational issues and particularly with developments relating to change.  |
| (d) | Ensure employees clearly understand their role(s) and responsibilities during change.   | Provide and use information to its best advantage. Participate actively in team meetings and in wider information sessions.  |
| (e) | Implement strategies to support employees during change to ensure they have adequate support, development / training to obtain and strengthen capabilities and skills for meeting emerging business requirements or for redeployment. | Take advantage of re-skilling, capability development and/or training opportunities particularly where these may assist redeployment.  |
| (f) | Ensure placement and redeployment strategies and procedures for placing staff affected by change facilitate the efficient reassignment of employees to suitable and available vacancies.  | Where affected by organisational change, commit to actively seeking jobs.  |
| (g) | Maintain a competitive position in the APS employment market by way of our pay rates and conditions base.   | Act in the interests of DVA and undertake our business professionally and ethically in line with APS Values and Code of Conduct.   |

|     | <b>DVA's Goals &amp; Undertakings</b>  | <b>DVA Employee Goals &amp; Undertakings</b>   |
|-----|--|--|
| (h) | Treat all DVA employees fairly and without bias.   | Support colleagues.  |
| (i) | Enhancing attraction and retention initiatives for Aboriginal and Torres Strait Islander employees, employees with disabilities, and employees from culturally and linguistically diverse backgrounds. | Communicate well with, relate to and see issues from the perspective of people from a diverse range of abilities, cultures and backgrounds |

## **CONSULTATION ON WORKPLACE ISSUES**

- 15 DVA is committed to communicating and consulting with employees on workplace issues and providing them with the opportunity to influence decisions on work-related matters which affect them. DVA respects the right of employees to be represented in the consultation process and will genuinely consider the views of employees and their representatives.
- 16 Where possible consultation on work-related matter affecting employees will occur prior to a decision being made giving employees and their representatives a genuine opportunity to influence the decision-maker.
- 17 Consultation will include:
- a) providing relevant information to employees in a timely manner;
  - b) considering feedback; and
  - c) advising employees on the outcome of the consultation process.
- 18 Division, Group, location, Section and team meetings allow for ongoing consultation and discussion, as well as comments and suggestions from employees about workplace matters.
- 19 More formally, the National Consultative Forum (NCF) will consult, on a regular basis, on:
- a) issues surrounding implementation of this Agreement, including associated people management policies and guidelines as varied from time to time;
  - b) matters impacting on employees that have a national focus or significance; and or
  - c) productivity and efficiency measures including environmental initiatives.
- 20 The NCF will operate in accordance with the NCF Terms of Reference. The forum will meet at least twice a year. Additional meetings will be held as necessary. Where agreement cannot be reached on matters before the NCF, the Secretary will make a final decision.
- 21 The NCF will comprise: the Secretary, DVA as Chair, and an elected employee from each State and Territory, an employee representative from each of the unions (CPSU, United Voice, ASMOF & MEAA) and up to 5 management representatives. Where the unions agree to cross representational arrangements, the union undertaking the representative role may nominate another representative to attend.
- 22 DVA, its employees and their representatives agree to:
- a) discuss workplace issues in a spirit of cooperation and trust; and

- b) ensure that employees and their representatives not only receive information on workplace issues that affect them, but also have an opportunity to contribute to the discussions on those issues and have their views considered on those issues.

## **WORKPLACE DELEGATES**

- 23 The role of union workplace delegates and officials is to be respected and facilitated in accordance with the principles at Attachment A.
- 24 Facilities provided to workplace delegates are contained in the DVA Protocol for Union Delegates agreed between DVA and unions that are party to this Agreement. The protocol sets out the rights of delegates and the DVA facilities and resources available for delegates to use on a reasonable basis. The protocol may be varied at any time by agreement between the relevant unions and DVA.

## **RESOLUTION OF AGREEMENT DISPUTES**

- 25 If a dispute relates to a matter under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
- 26 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 27 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 1 and 2, a party to the dispute may refer the matter to Fair Work Australia.
- 28 Fair Work Australia may deal with the dispute in 2 stages:
  - a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

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

- 29 The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 30 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act.
- 31 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the Agency Head to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

### **DISCRIMINATION AND HARASSMENT**

33 DVA will continue to ensure that appropriate arrangements are in place to prevent harassment in the workplace through the DVA Workplace Harassment policy, training programs and the existing network of Harassment Contact Officers.

### **STAFF SURVEYS**

34 DVA is committed to conducting Staff Surveys on a regular basis as an important tool in identifying and addressing problems and issues important to employees in relation to their work.

### **A SUSTAINABLE DVA**

35 During the life of this Agreement DVA is committed to exploring and, where appropriate, implementing further measures that will minimise the Department's impact on the environment and improve its organisational sustainability.

36 To achieve this DVA will consult with employees and their representatives about the development of measures such as, but not limited to:

- a) use of new communication technologies to reduce the frequency of air travel for meetings;
- b) actively supporting staff use of public transport;
- c) reducing energy usage; and
- d) recycling.

## **MANAGING WORKPLACE ATTENDANCE**

- 37 The parties to this Agreement will work together to manage and reduce the average number of days of workplace absence in the Department. Over the life of the Agreement, DVA will:
- a) continue to implement a Wellness Strategy with an emphasis on promoting employee health and wellbeing initiatives;
  - b) continue the Wellness Sub-committee of the National Consultative Forum which will have a role which includes monitoring and reporting on the implementation of DVA's Wellness Strategy;
  - c) continue to provide eligible employees with access to any healthy lifestyle payments/benefits under this Agreement;
  - d) implement strategies to improve employee engagement in the workplace;
  - e) provide regular reports to line managers on trends in workplace absences;
  - f) promote tools for use by line managers and staff in managing absences, including the provision of training for managers; and
  - g) continue to encourage employees to use flex leave to cover part day absences.

## **TELEPHONY SCHEDULING**

- 38 DVA needs flexibility and certainty in meeting the client service requirements of DVA's telephony and processing function outcomes. These requirements have to take account of the needs of clients as well as the work/life preferences of employees. To properly service this commitment DVA needs to ensure staffing certainty through a range of scheduling options.
- 39 In adopting scheduling options DVA will:
- a) consult actively in the affected workplace before new or changed scheduling arrangements are introduced in the workplace;
  - b) use scheduling options DVA believes will provide the required service certainty, while working with employees to minimise impacts on employee access to the provisions of this Agreement;
  - c) only use, amend or introduce scheduling arrangements, where the Department determines it makes good business sense, in telephony and/or processing areas;
  - d) only use scheduling arrangements in processing areas where the Department determines they are required, and only after appropriate consultation with employees and their representatives;
  - e) have appropriate resources to meet anticipated demand and allow employees to access leave and flex entitlements in accordance with provisions of this Agreement;

- f) in accordance with DVA OH&S policy provide access to annual hearing and eyesight tests for employees undertaking duties that require telephony scheduling;
- g) taking into account workplace requirements, work with staff to identify preferences in the development of schedules; and
- h) ensure that working schedules provide employees with regular breaks away from the telephone.

## **PART C: REMUNERATION**

### **SALARY**

- 40 Salary rates and classification structures for DVA employment groups during the life of this Agreement are set out at Attachment B.

### **Productivity Increases and Payments**

- 41 The following productivity increases will apply to DVA salary rates:
- a) 3 % from the later of either 1 January 2012 or the date of operation of this Agreement;
  - b) 2 % from 1 July 2012; and
  - c) 2.5 % from 1 July 2013.
- 42 All employees will receive a productivity payment on the first pay day following 1 April 2012 and 1 April 2014 in recognition of the productivity improvements and efficiencies achieved as a result of the implementation of the Choice and Maintainability for Veterans' Services initiatives. Details are at Attachment C.
- 43 DVA acknowledges that whole of government approaches to talent attraction and retention of skills in the information communication and technology field may emerge during the life of this Agreement. DVA agrees to consider any whole of government initiatives in this area and will consult with affected employees and their representatives.

### **Salary on Engagement, Promotion or Transfer**

- 44 On either engagement, reassignment of duties from another APS agency, advancement or promotion, an employee's salary will normally be payable at the minimum of the salary range of the relevant classification.
- 45 The Secretary may authorise payment of salary on engagement, reassignment of duties or promotion at one of the higher salary points within the applicable salary range for that classification as at Attachment B where the employee's experience, qualifications and skills warrant such payment. Determination of salary is subject to the requirements of any specified professional qualification, advancement barrier or DVA/APS classification.
- 46 On engagement, service as a non-ongoing employee may, but will not necessarily, be taken into account in determining salary within the range on engagement.
- 47 On promotion, if a DVA employee has been on temporary assignment for a period totalling 12 months within the previous 2 years at or above the non-SES classification level to which they are promoted, the salary on promotion will be the second pay point in the relevant classification. Additional periods of temporary assignment may be taken into account in determining a higher pay point.
- 48 At the discretion of the Secretary, and taking into account the total remuneration available to an employee under this Agreement, an ongoing employee moving on reassignment or promotion from another agency to DVA (including, for example, moves between the Parliamentary Service and the

APS) whose salary in their previous agency (current salary) exceeds the current salary the employee would otherwise be entitled to under this Agreement, may be maintained on their current salary until such time as their salary is absorbed by DVA pay increases.

### **Casual Loading**

- 49 A non-ongoing employee engaged to perform duties of an irregular or intermittent nature will be paid an additional 20% of their hourly rate of pay in lieu of payment for public holidays on which the employee is not rostered to work and leave accruals (except Long Service Leave).

### **Salary on Reduction**

- 50 Where an ongoing employee is reassigned on an ongoing basis to duties at a lower classification, the Secretary will determine the employee's rate of salary within the range for that classification. Service at both the current and lower classification will be taken into account in determining the reduced salary.

### **Temporary Reduction in Salary**

- 51 Where a manager and an employee agree in writing to the employee temporarily performing work at a lower classification for a specified period of time, the Secretary may determine an agreed rate of salary up to the maximum of the salary range applicable to the lower APS classification for the agreed period.

### **Salary Progression within a Work Level**

- 52 Salary progression through the salary points within a regular or temporary assignment work level is based on the performance of the employee being assessed as meeting expectations or better.
- 53 Assessment of employees for salary progression within a work level will require a performance review in accordance with the DVA Performance Feedback Scheme.
- 54 Managers will conduct yearly performance reviews for the purpose of salary progression with performance being gauged against work objectives agreed between employees and their manager. However, where an employee demonstrates outstanding performance during a performance cycle, the manager may undertake an additional performance review and approve salary progression for the employee at that time.
- 55 Following a performance review a manager may, subject to the requirements of this Agreement, authorise the progression of an employee to a higher salary rate within the employee's regular and temporary assignment work level.
- 56 An employee on continuous temporary assignment at any work level under this Agreement should be assessed yearly for salary progression at the temporary assignment level as well as at their regular level. If an employee is assessed as meeting expectations or better at their temporary assignment level they will be automatically progressed to the next salary point in their regular work level, subject to any professional qualification requirements.
- 57 Specific provisions applying to the salary progression of employees through the DVA Legal classification and Advocacy Broadband are described in this Agreement.

## **Legal and Advocacy Employees**

- 58 Entry requirements and advancement and salary progression arrangements for the DVA Advocacy broadband and Legal classification are set out in Part G of this Agreement.

## **Graduates**

- 59 On engagement, reassignment or promotion as an APS Level 3, Graduate APS (local designation) , an employee will be paid at the first pay point in the DVA Band 2 until successful completion of the DVA Graduate Program.
- 60 On successful completion of the graduate program, the employee will be advanced to the first pay point of the APS 4 classification (DVA Band 2) or the third salary point of the Legal 1 Band (subject to qualification requirements of the Legal 1 Band as detailed in this Agreement).

## **Cadets, Trainees and Apprentices**

- 61 Remuneration and benefits for an employee engaged by DVA as a cadet or under a Cadetship program, or under a traineeship or apprenticeship scheme will be determined by the Secretary consistent with any APS-wide initiatives. All applicable percentage increases to base rates of pay contained in this Agreement will apply to such employees.

## **Supported Wage System**

- 62 Employees who are affected by a disability may be eligible for a supported wage.
- 63 Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable shall not be less than the minimum weekly payment rate set by Fair Work Australia.
- 64 Assessment of an employee's productive capacity will be determined by a representative of the Secretary and a representative nominated by the employee or an accredited assessor, in consultation with the employee. The Assessment will be recorded in an assessment instrument.
- 65 DVA will lodge agreed assessment instruments as required by the relevant legislation. Reviews of the assessment of an employee's productive capacity will be conducted yearly or earlier on reasonable request consistent with the Supported Wage System.

## **Method of Salary Payment**

- 66 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice.
- 67 Full-time fortnightly salary will be calculated according to the following formula:

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

- 68 Prepayments of salary will not be made to employees proceeding on leave except in exceptional circumstances where an employee demonstrates that significant difficulties will occur if their salary is delivered in the normal pay cycle.

## **Salary Packaging**

- 69 Employees may choose to sacrifice part of their salary for a range of non-salary benefits in accordance with the relevant DVA people management policy.
- 70 Any Fringe Benefits Tax (FBT) and administrative costs incurred as a result of salary packaging arrangements shall be met by the employee as part of their salary package.
- 71 Where an employee is in a salary packaging arrangement, the employee's salary for the purposes of superannuation, redundancy, termination or any other purposes will be determined as if the salary sacrifice arrangement had not been entered into.

## **Temporary Assignment**

- 72 Employees may be temporarily assigned to other duties, including those at a higher work level.
- 73 There is no minimum qualifying period for payment for temporary assignment to a classification at the APS 6 level or below.
- 74 Payment for temporary assignment to Executive Level 1 classification or higher is subject to minimum qualifying periods. For employees whose regular level is APS Level 6 or higher the minimum qualifying period is more than 4 weeks. For employees whose regular level is APS Level 1 to APS Level 5 the minimum qualifying period is more than one week.
- 75 For temporary assignments at a higher work level, the classification at which employees will be paid will be determined by reference to the DVA Work Level Standards.
- 76 The pay point within the salary range for the higher classification at which the employee will be paid is to be agreed between the manager and the employee, taking account of the employee's experience, skills and abilities.
- 77 An employee will receive payment at the temporary assignment rate during paid leave and public holidays if the temporary assignment would have continued during the leave or public holidays.
- 78 The Secretary will determine the remuneration and conditions of employment to apply when a non-Senior Executive Service (SES) employee undertakes temporary assignments at the SES level.
- 79 Managers should ensure that a realistic assessment of the likely duration of each temporary assignment is made, and that the instrument authorising the temporary assignment reflects that assessment. A merit selection should be undertaken for temporary assignments likely to be longer than three months, unless an employee at level is selected. Managers are to ensure that the merit principle is adhered to in all selections for temporary assignment and that they can provide reasons for all selections.
- 80 Managers should regularly review all temporary assignments and take action consistent with the principles outlined in the preceding clauses. If an ongoing employee remains on continuous temporary assignment in the same set of duties at the same work level for a 12 month period, or for an aggregate of 12 months in a 24 month period, and there is an ongoing vacancy, clauses 426 to 428 will apply.
- 81 An employee returning from a temporary assignment to another work area or another APS agency will return to their previous work area at their regular level unless the employee has been informed, and has agreed with the manager, that they will return to a different work area. For this purpose the work area is

considered to be the functional area within a Division in the location where the employee worked prior to undertaking the temporary assignment.

## **ALLOWANCES**

### **Community Language Allowance**

- 82 An allowance of \$906 per year, from 1 January 2012 or the date of operation of this Agreement, whichever is the later, will be paid to an employee where the Secretary determines that:
- a) there is a continuing need to use the employee's particular language skill for communication (in languages other than English or utilising deaf communication skills); and
  - b) the employee's language competency is of a standard approved by the Secretary.
- 83 Where the Secretary determines that there is only an occasional need for a qualified employee, as approved by the Secretary, to use these language skills, the allowance may be paid on an hourly basis.

### **Departmental Liaison Officer Allowance**

- 84 An employee who performs the duties of Departmental Liaison Officer (DLO) and attends for duty at the office of the Minister for a whole day, is entitled to be paid an allowance for that day at the annual rate of \$17,854 from 1 January 2012 or the date of operation of this Agreement, whichever is the later.
- 85 This allowance is in lieu of any overtime or flextime provisions provided under this Agreement.
- 86 The allowance will be payable during all periods of paid leave where the employee would otherwise, but for the leave, have continued as DLO. It is an allowance for the purposes of salary and superannuation.

### **Disruption Allowance**

- 87 Where an employee's working conditions are affected by building activities or other similar disruptions, the Secretary may compensate employees affected by that disruption. Compensation will be determined by the Secretary in consultation with these employees, who may be accompanied by a person of their choice during the consultation. If employees are temporarily relocated, they may be reimbursed for any additional costs associated with that relocation.

### **Excess fares and Excess Travelling Time**

- 88 An employee at the APS 6 (or equivalent) level or below who undertakes a temporary assignment at a different location, and incurs excess fares and additional travelling time, will be entitled to compensation for the additional fares and time in a manner agreed with their manager.
- 89 A manager may approve reimbursement of excess fares and compensation for additional travelling time for excess or potentially excess employees who:

- a) are relocated through reassignment of duties at level or on reduction on a trial basis or otherwise; and
  - b) are at the APS 6 or equivalent level or below prior to the reduction.
- 90 Compensation is available for a maximum of 6 months and cannot be made in advance. If compensation is made during a trial period that results in permanent placement, the total period for compensation cannot exceed 6 months.
- 91 Payment under this clause is not available where the employee is in receipt of travel allowance.

### **First Aid Allowance**

- 92 An allowance of \$25.60 per fortnight, from 1 January 2012 or the date of operation of this Agreement, whichever is the later, will be paid where the Secretary determines that an employee:
- a) possesses a current first aid certificate; and
  - b) has continuing expertise commensurate with that qualification; and
  - c) has first aid responsibilities in the workplace.
- 93 First aid allowance is payable during all periods of paid leave. It is an allowance for salary and superannuation purposes.

### **Fire Warden Allowance**

- 94 An allowance of \$12.90 per fortnight, from 1 January 2012 or the date of operation of this Agreement, whichever is the later, will be paid where the Secretary determines that an employee has:
- a) successfully undertaken specified fire warden training;
  - b) has continuing expertise commensurate with that training;
  - c) has fire warden responsibilities in the workplace;
  - d) and is not receiving first aid allowance.
- 95 Fire warden allowance is payable during all periods of paid leave. It is an allowance for salary and superannuation purposes.

### **Leadership Allowance**

- 96 Ongoing DVA employees at a regular classification of APS Level 6 to Executive Level 2, or equivalent, and Medical Officers will receive an annual Leadership Allowance payment at the rate of 4 percent of regular salary as at the date of payment. This payment is in recognition of the high level of leadership of people and/or projects, contribution and achievements expected of this group in carrying forward the Department's organisational goals and vision. Recipients of this allowance will also model appropriate behaviours and actively ensure that the Performance Feedback Scheme (PFS) is effectively implemented within their areas of responsibility consistent with DVA's Performance Feedback Scheme Policy.

- 97 The first payment of this allowance will occur in the pay period following the application of the first pay rise under this Agreement and be pro-rated for the period from commencement of this Agreement until 30 June 2012. Thereafter an annual payment will be made in July 2012 and July 2013.
- 98 This payment will not be made to eligible employees who are on temporary assignment to or from another agency or on unpaid leave on the date of payment. However, eligible employees in these circumstances who recommence employment with DVA or who move to DVA on an ongoing basis within the relevant financial year will receive:
- a) either a pro-rata payment, if their period of absence from DVA has been more than 30 calendar days within the financial year; or
  - b) a full payment where the period has been less than 30 days in the financial year.
- 99 The payment will be pro-rated for new employees commencing with DVA. This payment does not count as salary for superannuation or any other purpose.

### **Motor Vehicle Allowance**

- 100 In accordance with Departmental policies and Chief Executive Instructions, the manager may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes, where the manager considers that it may result in greater efficiency or involve no greater expense for DVA. Such authorised employees will receive Motor Vehicle Allowance.
- 101 Motor Vehicle Allowance will be paid at either the kilometre rate published by the APSC, as adjusted from time to time, or the cost to the Australian Government of providing car hire as specified in the DVA Chief Executive Instruction on Official Travel, whichever is the lesser.
- 102 Where an employee can demonstrate that use of a private vehicle involves greater expenses than are covered by the above allowances, the Secretary may approve the payment of an additional allowance.

### **Professional Lifestyle Allowance**

- 103 From 1 January 2012 or the date of operation of this Agreement, whichever is the later, ongoing employees at the regular classification of APS Level 6 to Executive Level 2, or equivalent, and Medical Officers will be paid an amount of \$773 as a professional lifestyle allowance in each of the calendar years covered by this Agreement, to undertake activities that would assist in attaining or maintaining relevant professional skills and knowledge, purchase equipment or support a healthier lifestyle.
- 104 This payment does not count as salary for superannuation or any other purpose.

### **Professional Development Allowance – Medical Officers**

- 105 To assist the attainment and maintenance of professional skills, a professional development allowance will be available to Medical Officers. The quantum of the allowance, terms and procedures for payment of the allowance and access to private practice will be agreed between DVA and the Australian Salaried Medical Officers Federation (ASMOF) and reflected in the DVA Policy on Rights to Private Practice and Professional Development for Medical Officers.
- 106 This payment does not count as salary for superannuation or any other purpose.

## Professional Registration Reimbursement

- 107 Where an employee is required by DVA to maintain registration with a professional body as a prerequisite to performing their role, the employee will be entitled to receive reimbursement of:
- a) the cost of this registration; and/or
  - b) costs of items specifically related to improving or maintaining their professional skills, qualifications or registration, such as professional membership fees, professional development expenses or journals (as agreed in an employees Learning and Development plan)
  - c) up to a total value of \$475 per financial year. This reimbursement is subject to the employee providing suitable documentary evidence of the expense incurred. Where the actual registration costs at 107(a) above exceed this amount, the employee may seek approval for reimbursement of a higher amount.
- 108 Employees who receive either Professional Leadership Allowance or Professional Development Allowance are not eligible for reimbursement under this clause.

## Restriction Allowance

- 109 The Secretary may, with the agreement of an employee, include the employee on a restriction roster. Employees on a restriction roster are to be contactable and available to perform duty in accordance with the roster. Employees may be restricted between the hours of 6.00pm and 8.00am.
- 110 Eligible employees who are restricted in accordance with an approved roster will be paid restriction allowance and be provided with either a mobile telephone, pager and/or rental assistance on their private telephone service.
- 111 Employees must remain contactable or at the required degree of readiness to perform extra duty to be eligible for payment of restriction allowance.
- 112 Restriction allowance is paid at the rate of 8.5% of the employee's hourly rate of salary. Salary for the purpose of calculation of the allowance will include regular salary and payment for temporary assignment.
- 113 The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{37.5} \times 8.5\%$$

- 114 Eligible employees who have been restricted and are required to perform duty at a place of work will be paid overtime in accordance with the Emergency Duty provisions of this Agreement. Where more than one period of duty is required during a period of restriction, the separate overtime payments cannot exceed the amount that would have been paid had the employee remained on duty from the commencing time of duty on the first attendance to the ceasing time of duty on the last attendance.
- 115 Eligible employees who have been restricted and are required to perform duty but not required to attend a place of work will be paid a minimum overtime payment of one hour. Where more than one period of duty is required during a period of restriction, the separate overtime payments cannot exceed the amount that would have been paid had the employee remained on duty from

the commencing time of duty on the first attendance to the ceasing time of duty on the last attendance.

- 116 Employees will not be entitled to restriction allowance and overtime payment for the same period of work.

## **OVERTIME**

- 117 Managers may require employees to work extra hours as defined in these overtime provisions. Eligible employees will be paid for overtime that is approved by their manager.

- 118 Unless otherwise provided for under this Agreement, overtime is payable for work performed by eligible employees (except OAWG field employees), as defined in this Agreement, with their manager's approval, as follows:

- a) before 7.00am and after 6.00pm Monday to Friday; or
- b) between 7.00am and 6.00pm if the employee has worked at least 7 hours and 30 minutes ordinary time on that day; and
- c) on weekends, public holidays and during the two day Christmas shutdown.

- 119 Overtime is payable for work performed by eligible OAWG field employees, with their manager's approval, as follows:

- a) before 5.00am and after 9.00pm Monday to Friday; or
- b) between 5.00am and 9.00pm if the employee has worked at least 7 hours and 54 minutes ordinary time on that day; and
- c) on weekends, public holidays and during the two day Christmas shutdown.

- 120 Overtime does not count as time worked for flextime purposes. However, while employees are not eligible for overtime payments until any flex debit they have is eliminated, flex debits are reduced by the hours of overtime worked multiplied by the applicable overtime rate.

- 121 Overtime rates are as follows:

|                     |   |
|---------------------|---|
| Monday to Saturday: | Time and one half   |
| Sunday:             | Double time   |
| Public Holidays:    | (See clause 122 and 123)  |
| Easter Saturday:    | Double time and one half (regardless of whether the day has been declared a public holiday) |

- 122 On Public Holidays overtime is payable at single time and one half in addition to the normal hourly salary rate during the period 7.00am to 6.00pm until 7 hours and 30 minutes are worked. Overtime is then payable at double time and one half. Overtime is also payable at double time and one half before 7.00am and after 6.00pm on Public Holidays.

- 123 The following arrangements will apply to OAWG field employees who work overtime on Anzac Day:

- a) where Anzac Day falls on a weekday - single time and one half in addition to normal hourly salary rate during the period 5.00am to 9.00pm until 7

hours and 54 minutes are worked. Overtime is then payable at double time and one half; and

b) where Anzac Day falls on a weekend - double time and one half for any hours worked.

124 An employee's salary for the purposes of calculating overtime will include payment for temporary assignment. The hourly rate for overtime will be calculated using the following formulas:

$$\text{Time and a half: } \frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{3}{2}$$

$$\text{Double Time: } \frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{2}{1}$$

$$\text{Double Time: } \frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{5}{2}$$

and a half

### Minimum Payment

125 Where an employee reports for approved overtime duty that is not continuous with ordinary duty, and is not required to perform that duty, the employee will be paid for time spent travelling to and from duty plus one hour at overtime rates. Payment will be up to a maximum payment of 3 hours.

### Emergency Duty

126 Emergency duty is where an eligible employee is required to perform emergency duty at a time when they would not ordinarily be on duty, and no notice was given before ceasing ordinary duty.

127 Emergency duty will be paid as overtime at double time and will include payment for reasonable travelling time. The minimum payment will be 2 hours at double time.

### Rest Relief after Overtime

128 An employee who works overtime will be entitled to an eight hour break plus reasonable travelling time before recommencing work, without incurring any loss of pay or deduction from flextime.

129 An eligible employee who is directed to return to duty without the eight-hour break will be paid double time (i.e.-single time in addition to the normal hourly rate) for duty performed until an eight-hour break can be taken. An employee not eligible for overtime who is not able to have an eight hour break should be granted time off in lieu equal to the period of duty performed until an eight hour break can be taken.

### Time Off In Lieu (TOIL)

130 Employees eligible for overtime payment have the option to receive TOIL instead of overtime payments, calculated at the applicable overtime rate. In cases where TOIL has been granted but operational requirements have

prevented the employee from taking time off within 4 weeks or other agreed period, payment of overtime will then be made.

### **Overtime Meal Allowance**

- 131 An overtime meal allowance is payable to employees who are required to work authorised overtime:
- a) for a continuous period of at least 2 hours on a Monday to Friday, that extends to the completion of, or beyond, a meal period; or
  - b) for a continuous period of at least 3 hours on a Saturday, Sunday or Public Holiday that commences prior to and ceases at the completion of, or beyond, a meal period; and
  - c) a meal break of at least 30 minutes is actually taken, except where overtime is continuous with normal duty.
- 132 For the purposes of overtime meal allowance, a meal period is:
- |  |  |
|--|--|
| Monday to Friday:                        | 7.00am to 9.00am<br>6.00pm to 7.00pm and<br>midnight to 1.00am.                  |
| Saturdays, Sundays &<br>Public Holidays: | 7.00am to 9.00am; 12.00pm to 2.00pm;<br>6.00pm to 7.00pm; and midnight to 1.00am |
- 133 Overtime is not payable during a meal break.
- 134 The overtime meal allowance rate will be the rate published by the APSC from time to time.

### **DOMESTIC TRAVEL**

#### **Class of Travel**

- 135 The normal standard of travel on official business within Australia is economy class except for travel between Western Australia and all other States/Territories except South Australia and between Darwin and all other States/Territories, when business class standard applies.
- 136 In exceptional circumstances the Secretary may approve travel at a higher standard than would normally apply.

#### **Travelling allowance**

- 137 Employees who are required to travel on official business, either within Australia or overseas, will be provided with reasonable standards of transport, accommodation, and meals and incidental expenses.
- 138 Where the Secretary is satisfied that the components of the travelling allowance are insufficient to cover reasonable expenses, or in excess of entitlement or expenses likely to be incurred, an adjustment to the allowance may be made.
- 139 Employees must comply with the DVA Chief Executive Instruction (CEI) on Official Travel and DVA travel policies as amended from time to time.

- 140 Subject to clause 141, employees who are required to be absent overnight from their usual place of work, on official business in Australia:
- a) are required to book their accommodation through the DVA accommodation broker and/or in accordance with the provisions outlined in the relevant DVA CEI and travel policies and guidelines as amended from time to time;
  - b) will receive an accommodation payment of \$50 for each overnight stay if they choose to stay in non-commercial accommodation; and
  - c) will be entitled to a payment for meals and incidentals at the rates published by the APSC.
- 141 OAWG field employees who are required to be absent overnight from their usual place of work, on official business in Australia:
- d) are not required to use the DVA accommodation broker but are encouraged to do so for travel to capital cities; and
  - e) will be entitled to receive accommodation allowance as published by the APSC when staying in commercial accommodation not booked through the broker, provided a sound case has been made to the employee's manager for non-use of the broker in capital cities.
- 142 An employee absent overnight from their usual place of work will be paid an allowance for meals and incidentals at a rate published by the APSC. An employee who is provided with meals at DVA's expense, or as a consequence of their official duties, will have their allowances reduced by the rate for each meal provided. The Secretary may adjust the rate of meals and incidentals allowance payable to an employee if the allowance is insufficient to cover reasonable expenses.
- 143 Employees who have travelled away from their usual place of work and resided in the one locality for a period of 21 days may be provided with assistance as set out under the Temporary Relocation provisions in this Agreement.

## **OVERSEAS TRAVEL**

- 144 The class of travel and other conditions applicable to travel on official business overseas will be as determined by the Secretary.

## **RELOCATION ASSISTANCE**

- 145 DVA employees who are relocated to another locality in the public interest, as defined in this Agreement, will be compensated for reasonable costs incurred as a result of the relocation.

## **Temporary Relocation**

- 146 The Secretary can determine all matters relating to temporary relocation assistance. Where the following provisions do not cover reasonable actual expenditure, the Secretary may approve additional assistance.
- 147 An employee may, in writing and prior to the relocation, waive part or all of their entitlements to assistance.

- 148 An employee who is temporarily relocated in the interests of DVA will be eligible for temporary relocation assistance after they have resided in the one locality for a continuous period of 21 days. Assistance is available from midnight on the 21st day of residence.
- 149 Assistance may cease with an employee's absence from the temporary locality. The decision to continue, or otherwise, the assistance in these circumstances will be based on whether it is reasonable or not for the employee to retain their temporary accommodation during the absence.

### **Rental Assistance**

- 150 Rental assistance in relation to receipted costs at the temporary location will be available to an employee who continues to have accommodation costs at their headquarters. An employee is not considered to have costs where they rent out, sub-lease or relinquish their accommodation at headquarters.
- 151 The Secretary may approve reimbursement of rental costs up to the weekly rent ceilings published by the APSC from time to time. If the APSC does not specify the locality, the Secretary will determine the ceiling.
- 152 Rental assistance covers reasonable rent or boarding payments made by an eligible employee at the temporary location. If an employee has dependants who remain at headquarters and the employee is maintaining 2 households as a result of the temporary relocation, rental assistance includes the receipted costs of phone rental, gas and/or electricity incurred by the employee.
- 153 Where possible accommodation should be booked through the DVA travel provider. Where rental accommodation is the most cost-effective option the Secretary may approve accommodation arrangements not booked through the travel provider.
- 154 Rental assistance will continue to be provided to an eligible employee where:
- a) they are absent from the temporary locality on authorised leave or official business; and
  - b) they continue to incur accommodation costs at the temporary locality; and
  - c) continuation of the costs is considered reasonable having regard to the circumstances.

### **Food Allowance**

- 155 An eligible employee who occupies accommodation with cooking facilities will receive a one-off payment for the purchase of food when the first continuous period of 21 days of the temporary relocation has expired. From this point, the employee is no longer eligible for daily meal payments unless approved by the Secretary.
- 156 From 1 January 2012 or the date of operation of this Agreement, whichever is the later, the amount of the payment, which is taxable at the time of receipt, is:
- a) \$542 where an employee is on temporary relocation for more than 21 days but less than three months;
  - b) \$1,086 where an employee is on temporary relocation for three months or more.

- c) where an employee is unable to move into accommodation with cooking facilities the Secretary may approve payment of daily meal rates in accordance with clause 140(c) until the employee can move into accommodation with cooking facilities.

### **Reunion Travel**

- 157 Where a temporary relocation exceeds three months, an employee with, but unaccompanied by, dependants will be eligible for one return economy airfare to their home locality at the completion of each three month period. If DVA initiates the temporary relocation the Secretary may approve additional reunion travel.

### **Additional costs at headquarters**

- 158 The Secretary may approve reimbursement of reasonable additional costs incurred by an employee at their headquarters as a result of the temporary relocation. Additional costs are not limited to but may include:
- a) storage of household furniture and effects where accommodation at headquarters is relinquished;
  - b) redirection of mail; and
  - c) basic maintenance of household grounds where the family home is vacant.

### **Long-term temporary relocation**

- 159 Where an employee is temporarily relocated in the interests of DVA for a period of 13 weeks or more they will be entitled to additional assistance. In addition to the assistance available at clauses 147 to 159 the employee will be entitled to:
- a) travel to the new location for themselves and their dependants in accordance with clauses 163 to 165 and
  - b) removal of necessary furniture and effects at DVA's expense in accordance with clauses 166 to 167.

### **Relocation (other than short-term or long-term temporary)**

- 160 The Secretary can determine all matters relating to relocation assistance. Where the following provisions do not cover reasonable actual expenditure, the Secretary may approve additional assistance.
- 161 The following provisions apply to eligible employees. An eligible employee for the purposes of these provisions is an employee who relocates from one locality to another in the public interest from one city to another city on other than a short- or long-term temporary basis. They are not payable for moves within a city.

### ***Pre-relocation visit***

- 162 The Secretary may approve reimbursement of reasonable travel costs associated with a visit to the new location, prior to the move, in order to facilitate a cost-effective relocation.

### ***Travel to the new location***

- 163 The Secretary will approve the payment of reasonable transport costs for an employee and their dependants for travel to the new locality.
- 164 The Secretary may give approval to an employee to use a private motor vehicle to travel to the new locality and to be paid motor vehicle allowance for travel by the most direct route. The Secretary may reimburse the employee reasonable costs for necessary accommodation and/or meals en route.
- 165 The Secretary may approve the payment of the reasonable cost of freighting motor vehicle/s where it impractical for the employee to drive the vehicle to the new locality.

### ***Assistance with removal and storage costs***

- 166 The Secretary will approve payment of reasonable removal costs of household furniture and effects, that belong to an employee and their dependants, to the new locality.
- 167 The Secretary may approve payment for removal of furniture and effects from one dwelling to another at the new locality, and for the cost of storage of some or all of an employee's household furniture for a reasonable period.

### ***Settling in and settling out allowances***

- 168 The Secretary will approve payment of a settling-out allowance to an eligible employee at their old locality, for up to 7 days, if they:
- a) sell or are required to vacate their home; or
  - b) have their furniture removed.
- 169 The Secretary may approve payment of a settling-in allowance to an employee at the new locality, for up to 3 weeks.
- 170 Settling-out and settling-in assistance may consist of:
- a) provision of short term accommodation, normally a hotel or motel booked through the accommodation provider unless the Secretary approves other arrangements; and
  - b) the daily meal rates provided for in clause 140 (c). Dependants who are 10 years of age or less receive half the specified rate.
  - c) where cooking facilities are available, a specified weekly meal rate for each adult and a specified weekly meal rate for each child 10 years of age or less will be payable. The weekly meal rates will be those published by the APSC from time to time.

### ***Disturbance allowance***

- 171 From 1 January 2012 or the date of operation of this Agreement, whichever is the later, eligible employees will be paid Disturbance Allowance which is a one-off payment to cover a range of relocation costs not otherwise covered. It is taxed at the time of payment. The rate of Disturbance Allowance is:
- a) a flat payment of \$1,221; plus
  - b) \$435 in respect of each dependent child who is a full-time student.
- 172 Disturbance Allowance is not payable to employees on engagement.
- 173 The Secretary may reimburse additional costs in exceptional circumstances where the employee incurs additional costs associated with their relocation that cannot be met from the Disturbance Allowance.

### ***Food allowance***

- 174 Food allowance is a one-off payment towards the costs of purchasing food at the new location. It is taxed at the time of payment. From 1 January 2012 or the date of operation of this Agreement, whichever is the later, the payment is \$1,221.
- 175 Food allowance is not payable to employees on engagement.

### ***Rental assistance***

- 176 The Secretary may approve payment of rental assistance, for up to 6 months, to an eligible employee who owns their family home at the former location and who intends to purchase a home in the new location.
- 177 Rental assistance is to assist with rent payments made by an eligible employee at the new locality. The Secretary may approve reimbursement of rental costs up to the weekly rent ceilings published by the APSC from time to time. If the APSC does not specify the locality, the Secretary will determine the ceiling.
- 178 An employee's entitlement to rental assistance will cease prior to 6 months if they rent or sell their home at the former location, purchase a home in the new location, or are not making genuine attempts to purchase a home in the new locality.

### ***Education costs assistance***

- 179 An employee may be entitled to assistance with education costs where a dependent child is required to change schools in Years 11 or 12 as a result of the employee's relocation.
- 180 Education assistance provides reimbursement of reasonable costs of boarding a student, at a school or elsewhere, during school terms at the former location.
- 181 Education assistance is not available to employees on engagement or where a student is already boarding at a school prior to a relocation being notified.

### ***Reimbursement of costs on sale/purchase of home***

- 182 Reimbursement of costs on sale/purchase of a home is not payable to employees on engagement.

- 183 The Secretary may approve reimbursement of reasonable legal and professional costs to an employee who sells their family home at the former location.
- 184 An employee is eligible for reimbursement of costs on purchase of a family home at the new location if they are also eligible for costs on the sale at the former location. The sale does not have to occur before the purchase, but the costs on purchase cannot be paid until the home at the former location has been sold.
- 185 Reasonable legal and professional costs associated with the sale or purchase may include:
- a) legal charges;
  - b) disbursements;
  - c) agent's fees and commission;
  - d) costs of discharging and incurring mortgages; and
  - e) advertising costs.
- 186 Reimbursement of costs should be in proportion to the family ownership of the home.
- 187 The effective dates of sale and purchase may be either the date of the signing of the contract or the settlement date, whichever is the more favourable to the employee.
- 188 Time limits on this entitlement are:

| <b>Reimbursement type</b> | <b>Time limit</b>   |
|---------------------------|---|
| Sale costs                | The sale must occur within the period commencing on the day the employee is notified in writing of the move to another locality and ending on the day 2 years after the date the employee commenced at the new locality.                                |
| Purchase costs            | The purchase at the new locality must occur within the period commencing on the day the employee is notified in writing of the move to that locality and ending on the day 4 years after the day on which the employee commenced duty in that locality. |

## **REMOTE LOCALITIES ASSISTANCE**

- 189 Remote localities assistance is available to an ongoing employee whose headquarters is in Darwin, Townsville, Adelaide River or any other location approved by the Secretary.

## **District allowance**

- 190 An eligible employee will be paid district allowance at the annual rate specified for that locality in Column 2 of Table A.

- 191 The employee will continue to receive district allowance whilst on recreation leave, provided they were in receipt of district allowance on the day immediately prior to commencement of the period of recreation leave.
- 192 An employee eligible for remote locality assistance will receive payment at the 'with dependants rate' specified in Column 2 of Table A if the employee has any dependants:
- a) who reside(s) with the employee; and
  - b) whose income, if any, is less than \$25,121 per year.
- 193 The allowances in Table A are from 1 January 2012 or the date of operation of this Agreement, whichever is the later.

**Table A**

| COLUMN 1<br>LOCALITY | COLUMN 2<br>YEARLY DISTRICT ALLOWANCE RATES |                    | COLUMN 3<br>FREQUENCY OF<br>LEAVE FARE<br>ASSISTANCE |
|----------------------|---|--------------------|--|
|                      | With Dependants                             | Without Dependants |  |
| Adelaide River       | \$6,152                                     | \$3,487            | Yearly   |
| Darwin               | \$4,608                                     | \$2,521            | Yearly   |
| Townsville           | \$1,912                                     | \$963              | Two yearly   |

#### **Airconditioning subsidy – Adelaide River**

- 194 Employees entitled to district allowance whose headquarters are at Adelaide River are eligible for an airconditioning subsidy.
- 195 The subsidy is payable for the period 1 October each year to the following 30 April, if the following conditions are met:
- a) the employee occupies a Commonwealth dwelling or a dwelling in respect of which the employee is entitled to be paid rental assistance in accordance with the relevant provisions of this Agreement; and
  - b) the dwelling is one in which refrigerated airconditioning is installed; and
  - c) the employee is responsible for the payment of the charges listed on an acceptable account for the dwelling.
- 196 If the period covered by the account falls entirely within the subsidy period and there is no separate meter for the airconditioning, reimbursement of receipted charges will be made as follows:
- a) 50% of the total electricity charge if 1 room airconditioner is installed in the dwelling; or
  - b) 65% of the total electricity charge if 2 room airconditioners are installed in the dwelling; or
  - c) 70% of the total electricity charge if there is a ducted airconditioning system or if 3 or more room airconditioners are installed in the dwelling.
- 197 If the period covered by the account falls entirely within the subsidy period and there is a separate meter for the airconditioning, reimbursement of receipted charges will be made at 85% of the total charge.

- 198 If the period covered by the account is partly outside the subsidy period the amount of subsidy will be an amount calculated in accordance with either clause 196 or 197, whichever is relevant multiplied by the following formula:

$$\frac{2x A}{(A+B)}$$

- A is the number of days covered by the account that are within the relevant subsidy period; and
- B is the number of days covered by the account.

- 199 If the employee and all their dependants are absent from the locality during the subsidy period for more than 1 day and the dwelling is occupied by a person who is not another employee, reimbursement will be prorated by using the following formula:

$$\frac{2x A}{(A+B)}$$

- A is the number of days covered by the account that are within the relevant subsidy period minus the number of days during which the employee and all dependants are absent from the locality; and
- B is the number of days covered by the account.

### **OAWG rental accommodation**

- 200 Employees who occupy OAWG houses will be required to sign a lease agreement and pay rent. The rent payable will be determined by negotiation, prior to entering into the lease agreement.

### **Leave Fare Assistance**

- 201 Leave Fare Assistance is provided to assist employees and their dependants to leave the remote locality and fly to the nearest capital city for the purposes of taking leave for recreation. An employee eligible for District Allowance under this Agreement is entitled to Leave Fare Assistance (LFA) in accordance with the following arrangements. Payment may be made in advance provided the relevant evidence described below is provided with the claim.
- 202 Entitlement to LFA accrues either yearly or two yearly, as specified in Table A, on the anniversary of commencement in the locality but does not accrue to children under 2 years of age unless approved by the Secretary in special circumstances. Employees may hold entitlement to no more than 2 LFA payments in credit at any time. LFA entitlements lapse when an employee no longer works at a remote locality.
- 203 LFA amount is calculated annually and will be the lowest priced, fully flexible, return airfare (including taxes, fees and charges) for travel on the first working day after 1 January to the nearest capital city (Adelaide for the Northern Territory) identified by DVA using the DVA travel provider and grossed-up by a factor to provide an equivalent after tax amount. If no flight is available on that date, the calculation will use the next available flights on a working day. The amount will be determined on 1 December in the previous year, or the next working day, and notified on the DVA intranet.
- 204 Where an employee has eligible children, the payment will be based on the airfare calculated under clause 203 applicable to the eligible dependant's age at the date of accrual. If a child rate is not available the adult rate applies and will be calculated as per clause 203.

- 205 The LFA payment to the employee will be the amount calculated in accordance with clause 203 for the year in which the entitlement is used. Payment of the LFA will be made upon receipt of the relevant claim form from the employee providing evidence of air travel bookings (e.g. booking receipt, e-tickets).
- 206 From the commencement of this agreement, employees who hold entitlement to reimbursement of leave fares accrued prior to the commencement of this Agreement will have those entitlements converted to LFA.
- 207 Where the employee and their dependants choose to travel by motor vehicle, the employee will be paid the appropriate motor vehicle allowance for the kilometres between the remote locality and the nearest capital city and may seek reimbursement of reasonable additional costs. The employee will be required to submit the relevant claim form and evidence of vehicle registration and engine size. Total payment will not exceed the LFA that would otherwise be payable.

### **Travel For Necessary Medical, Specialist Medical Or Emergency Dental Treatment**

- 208 The Secretary may approve economy air travel, or reimbursement up to cost of economy air travel, to another location for an employee who is eligible for district allowance, or their dependant(s) residing at the same locality, for the purpose of obtaining necessary medical, specialist medical or emergency dental treatment.
- 209 Travel approval is subject to the employee providing the Secretary with a certificate from a qualified medical practitioner or dentist stating the nature of the treatment and certifying that treatment at another locality is necessary.
- 210 The Secretary may approve travel, up to the cost of economy air travel, for an attendant to accompany the person travelling to obtain treatment.

### **Reimbursement of Fares for Emergency or Compassionate Travel**

- 211 If a member of the immediate family of an employee who is eligible for district allowance, or their dependant(s) residing at the same locality, becomes critically ill or dies, the Secretary may approve reimbursement of receipted costs of return economy fares reasonably incurred for travel within Australia, to:
- a) the locality where the immediate family member is critically or dangerously ill; or
  - b) the locality where the immediate family member lived before his or her death; or
  - c) the nearest Australian international airport.

### **Child Reunion Fares**

- 212 Where the child of an employee who is eligible for district allowance attends a primary or secondary school away from the employee's location, the Secretary may approve reunion travel for the child to visit the employee at the remote locality or the nearest capital city.
- 213 Reimbursement will be limited to the relevant annual Leave Fare Assistance amount subject to provision of receipts. Other travel may be substituted and reimbursement will be the lesser of that travel cost or the specified entitlement.

214 Reunion visits will be available as follows:

- a) up to 2 reunion visits during the period 1 October to the following 30 September where the child starts school between 1 October and the following 31 March. Where the child begins schooling on or after 1 April up to 1 reunion visit between that date and the following 30 September; and
- b) the Secretary may authorise 1 additional reunion visit in the following circumstances:
  - (i) the child has already had 2 approved reunion visits in a year in accordance with this clause; and
  - (ii) the child attends a school having 4 terms per school year; and
  - (iii) the Secretary is of the opinion that the child would suffer severe detriment in the absence of an additional visit; or
  - (iv) other special circumstances that require the additional visit.

### **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

215 The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:

- a) the arrangement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates
  - (iv) allowances
  - (v) remuneration; and/or
  - (vi) leave; and
- b) the arrangement meets the genuine needs of DVA and the employee in relation to one or more of the matters mentioned in clause 215 (a); and
- c) the arrangement is genuinely agreed to by the Secretary and the employee.

216 The Secretary must ensure that the terms of the individual flexibility arrangement:

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

217 The Secretary must ensure that the remuneration and conditions of employment agreed in the individual flexibility arrangement:

- a) is in writing; and
  - b) includes the name of the employer and the employee; and
  - c) is signed by the Secretary and the employee and if the employee is under the 18 years of age, signed by the parent or guardian of the employee; and
  - d) includes details of:
    - (i) the terms of the Enterprise Agreement that will be varied by the arrangements; and
    - (ii) how the arrangement will vary the effect of the terms;
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 218 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 219 The agency head or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the Secretary and the employee agree in writing – at any time.
- 220 The procedures for the resolution of disputes detailed at clauses 25 to 32 of this Agreement are to be applied to any dispute arising from or related to any individual flexibility arrangement agreed under clause 215.

## **ADJUSTMENT OF VARIOUS ALLOWANCES AND CEILINGS**

- 221 Unless otherwise indicated in this Agreement all allowances and ceilings in this Part are effective from 1 January 2012 or the date of operation of this Agreement, whichever is the later.
- 222 Unless otherwise indicated in this Agreement, the percentage salary increases agreed under this agreement will also be applied to allowances, the Healthy Lifestyle Subsidy and Professional Registration Costs.
- 223 Where allowances or ceilings in this Agreement are to be adjusted to reflect rates published by the APSC and the APSC ceases to provide published rates, appropriate arrangements to update affected allowances and ceilings referred to in this Agreement will be implemented following consultation with employees and their representatives.

## **SUPERANNUATION**

- 224 DVA will make compulsory employer contributions as required by the applicable legislation and fund requirements. Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This will not be

reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

- 225 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, (with the exception of maternity leave without pay, parental leave without pay and adoption/fostering leave without pay, for a period equal to a maximum of 52 weeks) unless otherwise required under legislation or fund requirements.
- 226 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.

## **OTHER PAYMENTS**

- 227 The Secretary may authorise payments to employees in recognition of circumstances experienced or expenses incurred by an employee in the course of employment. Application of this clause will be subject to DVA people management policies and may include but not be limited to:
- a) reimbursement for loss and/or damage of personal effects;
  - b) assistance with costs associated with purchase of temperate/tropical clothing in certain circumstances; and/or
  - c) non-cash awards under a recognition and rewards scheme.

## **PART D: FLEXIBLE WORKING ARRANGEMENTS**

228 DVA employees and managers will work together to ensure the business requirements of the Department are met. DVA recognises that employees have to balance their working life commitments with other competing interests, such as family, community work, and lifestyle choices, and that this balance is likely to be best achieved through providing employees with the greatest possible flexibility in their attendance patterns.

### **HOURS OF DUTY**

229 Employees and their managers jointly have responsibility to ensure that:

- a) employees are productively employed;
- b) hours of work are managed so that employees:
  - (i) do not work unreasonable additional hours;
  - (ii) do not continue to build flex credits at times of diminished workloads; and
  - (iii) take flex leave to reduce excess flex credits.

### **Recording attendance**

230 Employees will each day record their actual time of arrival and departure and any breaks. The method of recording will be agreed between the employee and their manager.

### **Standard hours of duty**

231 The standard ordinary hours of duty for full-time DVA employees are 37 ½ hours per week Monday to Friday to be worked between 8.30am and 12.30pm and 1.30pm and 5.00pm.

232 OAWG field employees will work a standard day of 7 hours and 54 minutes between 5.00am and 9.00pm in order to achieve a rostered day off (RDO) every month and may bank up to a maximum of 4 RDOs. Morning and afternoon tea breaks agreed between OAWG field employees and their managers will not count towards the standard hours per day.

233 For part-time employees, standard ordinary hours of duty are those agreed in their part-time work agreement.

### **Span of hours**

234 Employees, other than OAWG field employees, may work normal hours between 7.00am to 7.00pm Monday to Friday. DVA offices provide services between 8.30am and 5.00pm Monday to Friday (unless otherwise agreed between the relevant manager and employees).

235 OAWG field employees may work normal hours between 5.00am to 9.00pm Monday to Friday.

236 It is expected that these spans will meet most of DVA's operational needs. However, where there is an identified business need, some DVA work groups

may establish working patterns beyond the normal office hours to meet customer service requirements. Some business outlets may need to extend these arrangements to cover the 12 hour period within the span of hours.

- 237 An employee may request and be granted approval by their manager to work an alternative span of hours or outside their normal span for personal reasons. In considering such requests the main consideration will be operational requirements. Hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.
- 238 DVA may recruit employees to full time or part time employment arrangements with prescribed hours of duty to meet specific business needs. The normal hours of work for these employees will be as agreed on engagement or as varied by agreement between the manager and the employee.

### **Working patterns**

- 239 Except for emergency duty situations, the pattern of hours that employees will work within the approved span is a matter for agreement between managers and employees.
- 240 All employees should have a break of at least 30 minutes after working 5 consecutive hours.
- 241 Employees eligible for overtime payments must not work for more than 10 hours ordinary time a day or 5 consecutive hours without a meal break of at least 30 minutes. Time spent travelling on official business does not contribute towards the accumulation of 10 hours ordinary time for the purposes of this clause, but is recorded as flextime in accordance with the travel on duty provisions in Clauses 255 to 256 of this Agreement.
- 242 Clauses 239 to 241 will not apply to an employee who varies their hours of work with the result of restricting, limiting, or delaying work in a manner that would constitute industrial action, as defined in the Fair Work Act.

### **Flexitime**

- 243 Flexitime is a scheme of flexible working hours arrangements that enables eligible employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefits to clients, employees and DVA.
- 244 Flexitime will be available to all employees at the APS Level 6 (or equivalent) classification or below covered by this Agreement, except OAWG field employees, as outlined in this section and explained in the DVA flexitime guidelines.
- 245 An employee will not have access to flexible working arrangements and will revert to standard hours as defined in this Agreement in the following circumstances:
- a) where a manager reasonably considers that an employee is misusing the arrangements; or
  - b) during unauthorised absence or because the employee is engaged in any form of industrial action as defined in the Fair Work Act.
- 246 Access to flexible working arrangements will be restored where a manager is satisfied that these circumstances no longer apply.

- 247 Flextime accumulates only within the span of normal hours, or the agreed alternative span of hours, as described in this Agreement.
- 248 The flextime settlement period is a period of four weeks during which the ordinary hours of employees participating in the flextime scheme are 150 hours or, for part-time employees, those hours agreed in their part-time work agreement.
- 249 An employee may:
- a) accumulate a flex credit where they work hours in excess of the standard working day;
  - b) carry over a maximum of 38 hours flex credit into the next settlement period; and
  - c) access flex credit by mutual agreement with their manager, taking account of operational needs. Agreement will not be unreasonably withheld.
- 250 In exceptional circumstances, a manager may agree to an employee carrying over excess hours, accumulated due to business requirements, for two further settlement periods only. From the beginning of the third settlement period the amount of flex credit in excess of the maximum is deemed to have been taken.
- 251 An employee may carry over a maximum of 10 hours flex debit into the next settlement period.
- 252 The amount of carryover debit in excess of 10 hours shall be treated as miscellaneous leave without pay. Salary deduction will be made at the actual rate of salary received at the date of deduction in accordance with the relevant Chief Executive Instruction.
- 253 In exceptional circumstances, a manager may permit a carryover debit of more than 10 hours for one additional settlement period.
- 254 On cessation of employment with either DVA or the APS, flex credit will not be paid out and flex debit, other than in the case of death, will be deducted from either salary or leave in accordance with the relevant Chief Executive Instruction.
- 255 Travelling time during approved official travel away from normal headquarters and occurring between the normal span of hours Monday to Friday, or the agreed alternative span, may be counted towards hours worked in a settlement period.
- 256 Arrangements to access TOIL for time spent travelling beyond the span of hours can be made on a case by case basis between an employee and their manager. Employees will not be expected to travel for unreasonable periods of time.

### **Executive Levels flexible working arrangements**

- 257 The working arrangements (including working patterns) for employees at the Executive Level 1 and 2 classifications (or equivalent) will be discussed and agreed with their Manager. In reaching agreement the Manager and the Employee will have regard to:
- a) operational needs and workload priorities;
  - b) balancing work and personal life; and

- c) any other relevant factors.
- 258 Although the Department's Flextime Scheme does not apply to Executive Level employees (or equivalent), managers are to provide flexibility in working arrangements, including working patterns, consistent with operational requirements. Managers are also to ensure Executive Level employees are not required to work additional hours for extended periods.
- 259 Where an Executive Level employee consistently works in excess of the standard DVA hours or on weekends or public holidays, the Manager will, having regard to the factors in clause 257 above, grant the employee time off in recognition of additional hours worked at a mutually agreed time. Time off should be taken as soon as practical after the additional hours worked, usually within 3 months, as agreed between the Manager and Executive Level employee.

### **Additional hours**

- 260 An employee may refuse to work additional hours (extra hours or directed overtime) where such additional hours are unreasonable. Such refusal will not prejudice the employee's employment. For determining whether additional hours are reasonable or unreasonable, the following will be taken into account:
- a) any risk to employee health and safety from working the additional hours;
  - b) the employee's personal circumstances including any family responsibilities;
  - c) the needs of the department;
  - d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;
  - e) any notice given by the department of any request or requirement to work the additional hours;
  - f) any notice given by the employee of the employee's intention to refuse to work the additional hours;
  - g) the nature of the employee's role and the employee's level of responsibility;
  - h) whether the additional hours are in accordance with the Hours of Duty provisions (clauses 228 to 260) of this Agreement, and
  - i) any other relevant matter.

### **FLEXIBLE WORK ARRANGEMENTS**

- 261 Flexible working arrangements cover a range of entitlements that allow employees to manage their work life balance. This includes, but is not limited to part-time work, home-based work, job sharing and purchased leave. All DVA employees have the right to request flexible working arrangements. DVA will make all reasonable attempts to accommodate such requests.
- 262 Requests will only be refused on reasonable business grounds. In the event a request cannot be accommodated, DVA will provide the employee with written reasons for the decision and discuss alternative options, if any, with the

employee to meet the employee's work life balance needs. A decision to refuse a request is reviewable under the dispute settlement procedures of this agreement.

### **Part-Time Employment**

- 263 An employee may, by agreement with the employee's manager, work less than the ordinary hours of 150 hours over a four-week period for a specified period. Part-time employees (with the exception of those returning from maternity, adoption, fostering leave) must work at least three hours on any agreed workday.
- 264 A part-time employee may, with the agreement of his or her supervisor, vary the agreed hours of work.
- 265 A part-time employee's remuneration and other benefits including leave will be calculated on a pro-rata basis, apart from those payments of a reimbursement nature where the employee will receive the same amount as a full-time employee.
- 266 Employees returning from maternity, adoption, fostering or unpaid parental leave will have access to part-time work within DVA for the period up to the child's second birthday or, in the case of adoption or fostering, the second anniversary of the placement of the child. While there is no minimum number of hours required to be worked, the hours of work must be agreed between the manager and the employee. Reasons for non-approval will be provided in writing to the employee. Requests to continue working part-time after this period may be approved subject to operational requirements and will not be unreasonably refused.
- 267 Requests to access part-time work must be in writing. Managers will consider requests and advise their decision, in writing, within 3 weeks of receipt of the request. A manager will not unreasonably refuse a request for part-time employment.
- 268 Part-time employees:
- a) may be paid overtime or access the TOIL provisions of this Agreement for work performed outside the hours specified in the part-time work agreement if approved as overtime by the manager. Rates of payment and eligibility for overtime or TOIL are the same as those specified for full-time employees;
  - b) may, consistent with the flextime scheme and with their manager's agreement, vary regular hours of work within an agreed settlement period subject to operational requirements and with no change to the total number of working hours. Changes of a more permanent nature, including a change in the total number of working hours, must be agreed in writing.
- 269 Managers may initiate the introduction or extension of part-time employment. Full-time employees will not be required to convert to part-time hours without their agreement.
- 270 Where an employee converts from full-time to part-time work, the period of the conversion will be specified. The employee will revert to full-time work at the completion of this period unless otherwise agreed.
- 271 Where an employee is personally available to return to full-time work and requests to do so before the end of an agreed period, the employee will have a right to revert to full-time employment.

- 272 An employee who is engaged, promoted or agrees to reassignment at level to perform management initiated part-time duties does not have a right of reversion to full-time hours, and will need to apply for full-time vacancies if they wish to return to full-time employment.

### **Job Sharing**

- 273 A manager may approve a request by employees to enter into a job sharing arrangement whereby two or more employees agree to share one set of full-time duties, each working part-time on a regular and continuing basis.
- 274 Employees working under job-sharing arrangements will be considered to be part-time employees.
- 275 Employees undertaking a job sharing arrangement have the same rights of reversion to full-time employment as part-time employees.

### **Home Based Work**

- 276 Employees may apply to the Secretary for permission to undertake Home Based Work (HBW).
- 277 Applications will be considered on a case-by-case basis against likely operational requirements. Requests to access home-based work must be in writing at least 4 weeks prior to the proposed start date. Managers will consider requests and advise their decision, in writing, within 3 weeks of receipt of the request. A manager will not unreasonably refuse a request for home based work employment.
- 278 HBW arrangements are initiated by either employees or managers and approved by the Secretary. Each application is considered on a case by case basis, having regard to the following criteria:
- a) the reason for and proposed duration of the request;
  - b) the capacity of the employee to work effectively from home and the nature of the work to be performed;
  - c) privacy and security considerations;
  - d) health and safety considerations; and
  - e) costs and benefits to DVA and the employee.
- 279 Where HBW approval is given, the manager and the employee will document the agreed arrangements demonstrating the benefits for DVA.
- 280 Employees performing HBW can work up to 3 days per week at home but must spend the remaining 2 days at the office, unless otherwise approved by the Secretary where exceptional circumstances apply. Home based workers are expected to work ordinary hours of duty during the normal span of working hours from 7.00am to 7.00pm.
- 281 Conditions of service for home based workers are the same as for office based workers. Employees undertaking HBW have the same opportunities for career development and learning as office based employees and will be expected to undertake appropriate work related training, Occupational Health and Safety (OH&S), learning and development activities.

- 282 In relation to flextime, normal bandwidths are available to employees however compensation requirements mean that any variation to the standard agreed hours must be approved by the manager prior to the variation.
- 283 DVA is responsible for the provision of any necessary equipment and associated supplies such as personal computers, ergonomic equipment, phone lines and stationery supplies. Specific arrangements will be made to cover breakdowns and repairs of official equipment.
- 284 HBW is not a substitute for child, elder or other dependant care and usual care arrangements must continue to be in place.

### **Child and Dependant Care**

- 285 Where employees are required by DVA to be away from home outside normal working hours, managers may, in exceptional circumstances, reimburse some or all of the costs of additional family care arrangements provided by appropriate care providers. These arrangements would apply for short-term emergencies.
- 286 Where an employee has a timely application for leave (recreation, purchased or long service leave) refused or cancelled, the Department will reimburse child care costs of up to \$110 (fixed for the life of this Agreement) per week for leave that coincides with gazetted school holidays or non-gazetted school holidays confirmed in writing by the school.

### **BREASTFEEDING FRIENDLY WORKPLACE**

- 287 During the life of this Agreement DVA will maintain Breastfeeding Friendly Workplace Accreditation by the Australian Breastfeeding Association in suitable locations. DVA aims to further expand the number of suitable facilities for employees who are nursing mothers to breastfeed or express milk. DVA will continue to provide access to lactation breaks and encourage the support of managers and colleagues for nursing mothers.

### **DVA EMPLOYEE SUPPORT REFERRAL SERVICE**

- 288 DVA will continue to provide, at no cost to employees, access to an external information referral service that provides information about support services, child care options, emergency care services for children and other dependants, holiday care, aged care services, services for family members with disabilities or any other lifestyle matter.

### **EMPLOYEE ASSISTANCE PROGRAM**

- 289 DVA will continue to provide access to confidential professional counselling via the Employee Assistance Program to support employees and help them resolve personal or work related issues.

### **HEALTH AND SAFETY**

- 290 DVA acknowledges its obligations under the *Occupational Health and Safety Act 1991* and will meet these under its health and safety management arrangements.

- 291 DVA will take all reasonably practicable steps to prevent injury or illness in the workplace. DVA is committed to implementing injury prevention and early intervention measures in the workplace.

### **OAWG Health Checks**

- 292 Due to the nature of the work performed by OAWG field employees, DVA will provide annual health checks for these employees. This includes items such as hearing assessments and skin cancer checks and other items included in the OAWG OH&S Strategy as amended from time to time.

### **Flu Vaccinations**

- 293 DVA will arrange provision of an influenza vaccination to interested employees between 1 March and 31 May each calendar year at no cost to employees.
- 294 Employees who privately arrange and receive vaccinations between 1 March and 31 May in a calendar year will, upon provision of receipts, be reimbursed for the cost of the influenza vaccine only.

### **Healthy Lifestyle Subsidy**

- 295 DVA is committed to providing eligible staff with assistance in maintaining their health and fitness. From 1 January 2012 or the date of operation of this Agreement, whichever is the later, DVA will provide a reimbursable subsidy up to a maximum of \$275 per calendar year to assist with meeting costs incurred in undertaking health and fitness activities provided those costs are minor FBT exempt benefits. This amount will be indexed for pay increases under this Agreement.
- 296 The subsidy is payable provided that the employee submits evidence of the expenditure and that the expenditure is related to the employee. The subsidy is not payable for that part of the cost of a program or activity that has been reimbursed by a health insurance fund or other organisation.
- 297 Employees in receipt of any other allowance with a healthy lifestyle component under this Agreement or any other instrument (e.g. Professional Lifestyle Allowance) will not be eligible for reimbursement under this clause.

## **PART E: LEAVE AND PUBLIC HOLIDAYS**

- 298 This Agreement provides employees with a number of types of leave to enable them to have reasonable absences from the workplace and balance work and family life.
- 299 Managers are encouraged to work closely with employees to ensure that their accrued recreation leave is taken on a regular basis and to provide reasonable access to other forms of leave subject to available credits and operational requirements.
- 300 Employees are required to seek prior approval before taking leave except where unable to do so because of unexpected illness or injury.
- 301 Except where specified otherwise in this Agreement:
- a) paid leave counts as service for all purposes; and
  - b) unpaid leave does not count as service for any purpose; and
  - c) all periods of unpaid leave will reduce the accrual of paid leave.
- 302 If a total of more than 30 days authorised leave without pay not to count as service is taken in any calendar year, none of that leave without pay will count as service for the purposes of calculation of the long service leave accrual.
- 303 Unauthorised absence reduces accrual for all leave, defers accrual of long service leave and does not count as service for any purpose.

### **RECREATION LEAVE**

- 304 The purpose of recreation leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that leave is taken within a reasonable period of its accrual and that leave planning is an integral part of work planning and task allocation.
- 305 Recreation leave will be credited at the rate of 20 days for each full year worked and may be accessed as it accrues.
- 306 The taking of recreation leave is subject to the availability of credits and approval by the manager, in advance. The manager may grant recreation leave at either full or half pay. Half pay recreation leave will be deducted from leave credits at half the full pay rate. Part day absences will not be granted on half pay. For absences of less than 1 day, the manager will encourage the employee to record the absence as flex leave or Time Off In Lieu rather than recreation leave.
- 307 An employee's recreation leave balance must be no more than 12 weeks at 1 October each year. The employee and manager may agree to extend that date to 30 November in exceptional circumstances. Clauses 311 to 313 refer.

### **Cashout**

- 308 From 1 January 2012 or the date of operation of this Agreement, whichever is the later, an employee may cash out up to 2 weeks of their recreation leave if they:
- a) have taken at least three weeks of recreation leave or long service leave full pay or six weeks at half pay in the preceding 12 month period; and

- b) would have a recreation leave balance of at least four weeks after the cashout; and
  - c) have not cashed out any recreation leave in the preceding 12 month period.
- 309 Payment will be at the actual rate of salary on the date of cashout, including allowances payable during recreation leave, and will be subject to usual taxation rates.
- 310 Employees are to inform their manager of their intention to cash out a period of leave.

### **Excess Annual Leave**

- 311 If an employee's recreation leave balance is in excess of 12 weeks at 1 October in any year (or 30 November if agreed with the manager) the employee will be deemed to be on recreation leave until that balance has been reduced to 12 weeks.
- 312 Where an employee applies for recreation leave in the year in which deeming is to occur and the application is not granted, the employee and their manager will discuss the matter with the view to arranging alternative recreation leave prior to the deeming date.
- 313 Where an employee is on any form of leave on 1 October of the relevant year, deeming will be deferred as follows:
- a) where the employee is on leave for a period of 4 weeks or less deeming will apply at the expiry of that period of leave;
  - b) where the employee is on leave for a period of more than 4 weeks deeming will be deferred until 6 months after the expiry of that leave.

### **Other recreation leave provisions**

- 314 Where a public holiday occurs in a period of recreation leave the public holiday will not be deducted from the employee's recreation leave credits.
- 315 An employee receiving workers' compensation for more than 45 weeks will accrue recreation leave on the basis of hours actually worked after the 45 weeks.
- 316 When an employee ceases employment with DVA due to separation from the APS, the employee will receive payment in lieu of unused recreation leave credits. The payment will be calculated using the final rate of salary, including the regular fortnightly allowances that would have been included in the employee's pay during a period of recreation leave.

### **Purchased leave**

- 317 Employees may elect to purchase up to 6 weeks additional leave over an 18 month period.
- 318 Employees electing to purchase leave will have an amount deducted from their fortnightly salary to pay for the leave purchased. Purchasing leave will not break continuity of service or reduce entitlements.
- 319 Employees are to inform their manager when electing to purchase leave.

## PERSONAL LEAVE

- 320 Personal leave is provided for employees who are unable to attend work due to illness, injury or other designated reasons.
- 321 Ongoing employees are credited with 18 days personal leave on engagement and then accumulate 18 days per year without limit if not used.
- 322 Non-ongoing employees accrue and have access to personal leave on the same basis as ongoing employees, but do not receive a credit on engagement.
- 323 An employee receiving workers' compensation for more than 45 weeks accrues personal leave on the basis of hours actually worked after the 45 weeks.
- 324 Taking of personal leave is subject to approval by the manager and granting of paid sick leave is subject to availability of credits. Employees must advise their manager as soon as practicable of their absence or their intention to be absent.
- 325 A manager may grant personal leave in the following circumstances:
- a) in cases of personal illness or injury;
  - b) to enable employees to attend health care appointments;
  - c) to enable employees to care for members of their immediate family or household who are ill or injured;
  - d) up to 1 week for emergency care purposes and to allow employees to put longer term care arrangements in place;
  - e) other emergency reasons considered appropriate, including unexpected emergencies affecting a member of the employee's immediate family or household.
- 326 Employees who are medically unfit for duty due to illness or injury for 1 day or longer while on recreation or long service leave and who produce documentary evidence, may apply for personal leave. An equivalent amount of recreation and/or long service leave will be re-credited.
- 327 Personal leave will not be debited where an employee is medically unfit on a public holiday that they would otherwise have observed.
- 328 An employee cannot use paid personal leave while on paid maternity, adoption or fostering leave. If illness occurs during a period of unpaid maternity, adoption or fostering leave, personal leave may be granted where satisfactory medical evidence is provided.
- 329 Where paid personal leave has been exhausted, a manager may grant unpaid personal leave for personal illness or injury subject to provision of documentary evidence for the entire period. Such leave counts as service for all purposes.
- 330 Where paid personal leave has been exhausted, or where there is no entitlement to paid personal leave, an employee is entitled to up to 2 days unpaid personal carer's leave on each occasion when a member of the employee's immediate family or household requires care or support because of personal illness or injury or unexpected emergency. This can be taken as 2 unbroken days or as separate periods if agreed with manager. Leave must be supported by documentary evidence. Such leave does not count as service.

## **Requirement for Documentary Evidence**

- 331 From 1 January 2012 or the commencement of this agreement, no more than 3 continuous days per occasion or 8 days per calendar year may be granted unless the employee provides documentary evidence as defined in this Agreement if ill or injured. Other suitable supporting evidence may be accepted for situations other than illness or injury.
- 332 In certain circumstances, a manager may waive the requirement for documentary evidence for absences in excess of 8 days in a calendar year. Further guidance is provided in the relevant DVA People Policy.
- 333 If more than 3 continuous days are taken without documentary evidence or suitable evidence, the whole period will be treated as personal leave without pay. Leave taken for personal illness in excess of 8 days without documentary evidence will be treated as personal leave without pay. Documentary evidence is not required where personal leave is accessed under clause 325(e).
- 334 A manager may require documentary evidence for periods of less than 3 days where there is a reasonable doubt that the absence is consistent with an appropriate use of personal leave. If this is requested, the employee will be required to provide documentary evidence supporting the need for absence.
- 335 Where the manager has required an employee to provide suitable evidence to support absences from the workplace, and that evidence cannot be provided to support absences, the manager may deem the leave to be an unauthorised absence.
- 336 For personal leave absences of less than 1 day, the manager will encourage the employee to record the absence as flex leave or TOIL, although a record will be maintained for workers' compensation purposes.

## **Invalidity**

- 337 An employee will not, without their consent, have their employment terminated on invalidity grounds before their paid personal leave credits have been exhausted.
- 338 An employee whose employment with the APS is terminated on the grounds of invalidity, and is subsequently re-appointed under Section 75 of the *Superannuation Act 1976*, is entitled to be credited with the personal leave balance accrued at the date of termination.

## **Infectious Disease Contacts**

- 339 The manager will grant an employee personal leave if a medical practitioner reports that the employee has had contact with a person suffering from a notifiable disease and is unable to attend work.

## **COMPASSIONATE / BEREAVEMENT LEAVE**

- 340 Subject to providing appropriate documentary evidence, an employee is entitled to three days compassionate/berereavement leave:
- a) to spend time with a person in their immediate family or household who has a personal injury, or illness, which poses a serious threat to his or her life;  
or

- b) after the death of a member of the employee's immediate family or household.
- 341 Compassionate/bereavement leave is paid leave for full or part-time employees and unpaid for casual employees.
- 342 The three days compassionate leave may be taken as a single unbroken period of three days or three separate one day periods or any separate periods to which the employee and the manager agree.
- 343 This entitlement is available on each occasion that the above requirements are met.
- 344 An employee's manager may waive the above requirement for documentary evidence where they are satisfied that the circumstances are such that it would be unreasonable for the employee to provide such documentation.

### **CAREER INTERVAL LEAVE**

- 345 Career Interval Leave provides ongoing employees with access to a self-funded extended absence from the workplace by allowing them to authorise DVA to allocate 20% of their annual salary, for four years, to their CIL fund.
- 346 Following the completion of the four-year period the employee will be granted one year's leave of absence, not to count as service, and will receive payments drawn from their career interval leave fund during that absence.

### **MISCELLANEOUS LEAVE**

- 347 The Secretary may grant paid or unpaid leave for a variety of purposes.
- 348 Miscellaneous leave is subject to approval and will be granted if it is considered reasonable in the circumstances, subject to DVA's operational needs. Supporting evidence may be required to assist in consideration of applications.
- 349 Miscellaneous leave with pay may be granted by the Secretary in, but not limited to, the following circumstances:
  - a) study leave and exam leave;
  - b) donation of blood;
  - c) participation in major international sporting events;
  - d) NAIDOC week activities (up to two days per annum);
  - e) for employees who are elected as unpaid councillors or members of a local government body to attend council meetings or other activities required by their Office;
  - f) attendance at Fair Work Australia proceedings arising from industrial disputation in DVA or attendance at industrial or court proceedings when summonsed as a witness; and
  - g) in recognition of extraordinary circumstances including emergency situations such as bushfires, floods, and earthquakes
  - h) single or part-day absences for the purpose of moving house or attending the employee's own graduation ceremony;

- i) where related to the death of a close friend or family member if an employee is not eligible for compassionate/bereavement leave or in the view of the manager reasonably requires further leave in addition to compassionate/bereavement leave;
  - j) where justified, and the employee has long service, is ill and has exhausted all personal leave. Such leave will be at half pay.
- 350 Miscellaneous leave without pay may be granted by the Secretary in, but not limited to, the following circumstances:
- a) full-time study commitments;
  - b) ceremonial purposes (e.g. those associated with obligations under Aboriginal or Torres Strait Islander law );
  - c) days of cultural or religious significance for employees;
  - d) accompanying a partner on a posting;
  - e) carer commitments;
  - f) non-APS employment or work in the interests of the Australian Government;
  - g) where related to the death of a close friend or family member if an employee is not eligible for compassionate/bereavement leave or in the view of the manager reasonably requires further leave in addition to compassionate/bereavement leave; and
  - h) for other purposes where other types of paid leave have been exhausted.
- 351 Miscellaneous leave without pay only counts for service when approved for full-time study commitments of approved students, in which case it counts as service for long service leave purposes only.
- 352 Other paid leave cannot be accessed during a period of miscellaneous leave without pay.

## **COMMUNITY SERVICE LEAVE**

- 353 In accordance with section 108 of the Fair Work Act an employee will be granted Community Service Leave for the following purposes:
- a) participation in a voluntary emergency management activity including for regular training, responses, reasonable travel and recovery time and ceremonial duties. Up to 5 days paid leave per occasion will be granted. Leave in excess of 5 days per occasion will be unpaid unless otherwise determined by the Secretary;
  - b) jury service (including attendance for jury selection). An Employee will continue to be paid by DVA for any period of jury service, but will be required to pay to DVA any amount of jury service pay received by the Employee; or
  - c) other community service activity as prescribed under the Fair Work Act. Such leave will be unpaid.

## **DEFENCE RESERVISTS LEAVE**

- 354 An employee may be granted leave with or without pay to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full-Time Service (CFTS) or Cadet Force obligations.
- 355 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required and the following provisions apply:
- a) during the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training including induction requirements.
  - b) with the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years to enable the employee to undertake training as a member of the ADF Reserves.
  - c) employees are not required to pay their tax free ADF Reserve salary to DVA in any circumstance.
- 356 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy, Army or Air Force Cadets.
- 357 Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except accrual of annual Leave.
- 358 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or makeup time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations. The Secretary may also grant additional miscellaneous leave, with or without pay, for defence force requirements, including deployment.
- 359 All miscellaneous leave granted for Defence Reserve purposes counts as service for all purposes.
- 360 Employees who are members of the Defence Reserve may also apply for recreation leave, long service leave or flex leave for Defence Reserve purposes.
- 361 Where an employee is deployed and receives payment for that deployment DVA will pay the difference between:
- a) any payment received in relation to that deployment; and
  - b) the salary they would have received had they been on duty in DVA for that period.

## **WAR SERVICE SICK LEAVE**

- 362 Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition.
- 363 A war-caused condition means an injury or disease of an employee that has been determined under the *Veterans' Entitlements Act 1986* or other relevant

legislation as amended from time to time, to be war-caused or defence-caused.

- 364 Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
- 365 The special credit must be used before the annual credits. Where an employee's war service sick leave credits have expired, personal leave provisions will apply.
- 366 Approval of a grant of war service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.
- 367 Leave that counts as service for personal leave purposes will count as service for war service sick leave purposes.

### **LONG SERVICE LEAVE**

- 368 An employee is eligible for Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 369 Absences must be taken for a minimum of 7 consecutive calendar days (at full or half pay).
- 370 Periods of Long service leave cannot be broken with other periods of leave except as otherwise provided for by legislation.
- 371 If a total of more than 30 days authorised leave without pay not to count as service is taken in any calendar year, none of that leave without pay will count as service for the purposes of calculation of the long service leave accrual. Accrual of long service leave will be deferred by all periods of unauthorised absence.

### **MATERNITY, MATERNAL, ADOPTION/FOSTERING, PARENTAL LEAVE**

#### **Maternity and Maternal Leave**

- 372 Eligible employees are entitled to paid and unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 373 The Secretary will grant employees eligible for paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, upon application, up to three weeks paid Maternal Leave in lieu of the first three weeks of unpaid maternity leave bringing the maximum period of paid leave for maternity purposes to 15 weeks.
- 374 As an administrative arrangement, employees may elect in advance to receive their entire paid maternity and maternal leave at half normal salary and thereby extend the period of paid leave up to 30 weeks. Only the first half of the period of any half pay maternity or maternal leave will count as service.

#### **Adoption/Fostering Leave**

- 375 The Secretary will grant, upon application, unpaid adoption/fostering leave of up to 12 months to employees immediately following the placement of a child

with the employee for adoption or fostering, including court appointed permanent caring responsibilities.

- 376 The first 15 weeks adoption/fostering leave will be with pay provided that immediately prior to the date or expected date of placement of the child the employee has, or will have, completed at least 12 months qualifying service consistent with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*. Where an employee completes the qualifying 12 months service within the 15 weeks immediately after placement of a child, the remainder of that 15 week period will be with pay.
- 377 As an administrative arrangement, eligible employees may elect in advance to receive their entire paid adoption leave at half normal salary and thereby extend the period of paid leave up to 30 weeks. Only the first half of the period of any half pay adoption leave will count as service.
- 378 Where both adoptive/foster parents are DVA employees, the maximum amount of adoption/foster leave that can be granted between the two employees is 15 weeks with full pay (or 30 weeks half pay) and 52 weeks in total.
- 379 To be eligible for Adoption/Fostering Leave:
- a) the employee must have primary caring responsibilities for the child;
  - b) the leave must commence on the date of placement of the child and cease no later than 12 months from the date of placement of the child;
  - c) the child to be placed must be under the age of 16 as at the date of placement;
  - d) the child must not have lived continuously with the employee for a period of 6 months or more as at the date of placement, or the expected date of placement, and is not a child or step child of the employee or the employee's spouse or partner;
  - e) the employee must submit with their application for leave documentary evidence of either the approval for adoption or the permanent fostering arrangement by a person or organisation with statutory responsibility for the placement of the child and, in the case of fostering, that the child is not expected to return to their family.
- 380 Where a fostered child is subsequently adopted by the employee, and the employee has been granted paid leave for fostering of that child, the employee is not eligible for additional leave under the adoption leave provisions of this Agreement.

## **Parental Leave**

- 381 During the 12 month period following the birth, adoption or fostering of a child an employee whose partner has given birth or is the primary care-giver for an adopted or fostered child may also access up to two weeks paid leave for parenting purposes.
- 382 An employee who has applied for or taken 12 months paid and/or unpaid maternity, fostering or adoption leave may also request up to a further 12 months unpaid parental leave to occur immediately following the end of their first 12 months' leave and ending on the second anniversary of the birth or placement of the child. Such requests will only be refused on reasonable business grounds and written reasons for refusal will be provided to the

employee. Unpaid parental leave under this clause does not count as service and cannot be broken by periods of paid leave.

### **Return to Work after Maternity, Parental, Adoption/Fostering Leave**

- 383 On ending maternity, parental, adoption or fostering leave, an employee is entitled to return to their pre-leave duties; or if those duties no longer exist – an available job for which the employee is qualified and suited at the same classification and pay as applied prior to taking leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
- 384 For the purposes of this provision, duties means those performed:
- a) if the employee was moved to safe duties because of pregnancy – immediately before the move; or
  - b) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
  - c) otherwise- immediately before the employee commenced maternity, parental, adoption or fostering leave.

### **PUBLIC HOLIDAYS**

- 385 Employees will be entitled to the following public holidays:
- a) New Year's Day (1 January);
  - b) Australia Day (26 January);
  - c) Good Friday;
  - d) Easter Monday
  - e) Anzac Day (25 April)
  - f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - g) Christmas Day (25 December);
  - h) Boxing Day (26 December)
  - i) Any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 386 If under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 387 The Secretary and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday having regard to operational requirements.

- 388 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked that day.
- 389 Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay). Where an employee is in receipt of reduced pay (e.g. long service leave half pay and leave without pay) on both sides of a public holiday, payment for the public holiday will be at the higher rate of reduced pay.
- 390 Where substitution is made for a holiday falling on a Saturday or Sunday, no public holiday rates will be paid for duty performed on the Saturday or Sunday.
- 391 Where an employee cannot work on a day for which a substituted holiday has been granted, that employee will work additional hours equivalent to their normal hours on that missed day, at times to be agreed with the Secretary, without entitlement to overtime payment.
- 392 Where an employee works on both Christmas Day and a substitute holiday, one of the days will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

### **ADDITIONAL HOLIDAY**

- 393 An additional holiday within the Christmas/New Year period will be determined according to the following table:

| <b>Christmas Day</b> | <b>Additional Day</b> |
|----------------------|-----------------------|
| Sunday               | Wednesday 28 December |
| Monday               | Wednesday 27 December |
| Tuesday              | Monday 31 December    |
| Wednesday            | Friday 27 December    |
| Thursday             | Monday 29 December    |
| Friday               | Tuesday 29 December   |
| Saturday             | Wednesday 29 December |

- 394 Employee entitlements for this additional holiday will be those that would apply as if this day was a public holiday.

### **CHRISTMAS SHUTDOWN**

- 395 DVA work places will remain closed between Christmas and New Year. Employees will be provided with paid time off for the working days between Christmas and New Year with no deduction from leave credits.
- 396 Where employees are directed to work on one or both of these days, they will be paid overtime in accordance with the provisions of this Agreement as if these days were public holidays.

- 397 Part-time employees who would not usually work on one or both of these days will be granted time off in lieu equal to 20% of their weekly part-time hours for each of these 2 days on which they would not usually work.
- 398 Casual employees will not be paid for days on which they are not normally rostered to work.

### **PORTABILITY OF LEAVE**

- 399 Where an employee moves to DVA from another agency through either promotion or reassignment of duties under the Public Service Act, or is engaged as an ongoing or non-ongoing APS employee following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual Leave and Personal/carers leave (however described) will be recognised by DVA provided there is no break in continuity of service. This includes recognition of full-time days on a day for day basis, regardless of the length of the day.

### **RECOGNITION OF PRIOR SERVICE FOR PERSONAL LEAVE**

- 400 Periods of prior service recognised as Government service under the *Long Service Leave (Commonwealth Employees) Act 1976*, will be recognised by DVA as service for personal leave, provided any break in continuous service does not exceed 2 months.
- 401 Personal leave will accrue at the rate of 3 weeks for each year of recognised prior service, less any personal leave taken or paid out in lieu. A deduction of 1 week per year of recognised service will be made when records of leave taken are unavailable.

### **EXPENSES – CANCELLATION OF LEAVE OR RECALL TO DUTY**

- 402 The Secretary may approve reimbursement of incidental and travel expenses reasonably incurred by an employee whose leave is cancelled without reasonable notice or who is recalled to duty.

## **PART F: IMPROVING SKILLS AND PERFORMANCE**

### **PERFORMANCE FEEDBACK**

- 403 Effective performance feedback is an essential element in maintaining DVA's high quality service to Veterans, . All employees and managers are required to participate in the performance feedback arrangements DVA has in place at the time and as agreed by the parties to this Agreement. This is agreed to be in the mutual interest of employees, the organisation and our stakeholders.
- 404 The goal of DVA's performance feedback process is to achieve meaningful discussions between managers and staff which result in:
- a) clarity of individual and team contributions;
  - b) delivery of DVA strategic and service priorities;
  - c) support of learning needs and career development goals
  - d) effective performance, and
  - e) engaged and motivated employees.
- 405 The Performance Feedback Scheme will be supported through the modelling of appropriate behaviours including active promotion of the scheme by DVA leaders. Discussions will focus on both what employees achieve (expectations) and how (behaviours) people work, development opportunities (both on and off the job), and career development. Awareness raising will occur through the provision of relevant and timely information sharing, learning activities and resources to encourage participation in and consistency of application of the arrangements consistent with DVA's Performance Feedback Scheme Policy.

### **Performance Feedback Cycle**

- 406 The performance feedback scheme cycle will operate from September to August of each year, with the mid cycle review occurring in March and the end of cycle review occurring in August unless otherwise agreed with the parties to this Agreement. Employees new to DVA will participate from the time they commence with the department until the end of the cycle.

### **Performance Agreement**

- 407 The Performance Agreement will document the understanding reached between a DVA employee and their team leader/manager in regard to expected work outcomes for individual roles and what skills and behaviours will support the delivery of these outcomes. Performance Agreements will be developed and be in place within two months of:
- a) the beginning of the business planning cycle (as defined by DVA's Performance Feedback Scheme Policy);
  - b) an employee commencing with DVA; and
  - c) an employee undertaking new duties for a period greater than 3 months.

## Development Plan

408 The development plan, will be known as the Individual Development Plan and will identify the capabilities, skills and knowledge which will be required to be developed in order for performance expectations to be reached. In addition the Individual Development Plan will set out the training and learning activities which will need to be undertaken in order for improvement to occur.

## Feedback and Review

409 Feedback and review arrangements will be based on regular informal, and constructive feedback about the employee's ongoing contribution and capabilities. The overall aim of this process will be to create an environment based on two-way communication between managers and employees. Performance will be formally reviewed at least midway through the cycle and at the end of cycle. The overall outcomes of the performance management process will be used to determine a performance rating as displayed in the following table:

| Rating                              | Key Message  | Outcomes  |
|-------------------------------------|--|---|
| <b>Outstanding</b>                  | Consistently exceeds all standards required for behaviour and output.                              | Salary Progression (where not at top of range).   |
| <b>Above Expectations</b>           | Exceeds the standards required for behaviour and output in a number of areas and meets all others. | Salary Progression (where not at top of range).   |
| <b>Meets Expectations</b>           | Meets all standards required for outputs and behaviour.  | Salary Progression (where not at top of range).   |
| <b>Working Towards Expectations</b> | Partially meets required standards for outputs and/or behaviour.                                   | No Salary Progression until 'meets expectations' is achieved'. Improvements needed in outputs and/or behaviour. |
| <b>Unsatisfactory</b>               | Does not meet required standards for either outputs.   | Performance Improvement Plan required.  |

## LEARNING AND DEVELOPMENT

410 Learning and development needs identified in the individual development plan during the performance feedback process will be supported where this can be done within available resources while maintaining operational effectiveness. Employees should have access to at least 5 days of structured development activities per year.

## Studies Assistance

- 411 The Department's Studies Assistance Policy, as amended from time to time, is aimed at furthering the skills, knowledge and qualifications of DVA employees.
- 412 Eligibility to studies assistance and the rules governing the scheme are detailed in the Department's Studies Assistance Policy. Specific proposals for studies assistance must be reflected in the employee's performance agreement.

## MANAGING UNDERPERFORMANCE

- 413 Underperformance occurs where an employee is not performing their duties to the expected standard taking account of the relevant DVA Work Level Standards, their duties and the expectations and requirements of the employee's manager and work area. When underperformance occurs in DVA it will be addressed promptly and fairly.
- 414 Where work performance is affected by health issues, the DVA fitness for continued duty procedures will be followed. The managing underperformance procedures are usually not appropriate in these situations. Where work performance is affected by misconduct, the matter will be dealt with under the DVA procedures for Dealing with Breaches of the Code of Conduct.
- 415 These procedures do not apply to employees who are subject to a probationary period or non-ongoing employees.
- 416 Following workplace counselling designed to improve performance through feedback and other measures, the following procedure will apply where performance continues to consistently fall below the expected standard:
- a) The manager will provide the employee with a written warning that specifies:
    - (i) the required standard of duties the employee has been assigned;
    - (ii) that performance will need to improve;
    - (iii) details of how the employee's performance will be assessed over the next 2 months;
    - (iv) the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.
  - b) A copy of the written warning will be provided to the relevant Senior Manager.
  - c) Taking into account any issues raised by the employee or manager, the Senior Manager will nominate a person to conduct a fair and impartial assessment of the employee's work performance. This may be a manager from outside the employee's work area.
  - d) During the 2 month assessment period, the manager will assess the employee's performance on a fortnightly basis and prepare a progress report on the employee's performance. The employee must be given the opportunity to provide comments on the manager's progress report.
  - e) At the end of the 2 month assessment period, the manager will forward within 7 days to the relevant Senior Manager or an assessment of whether the employee has met the required standard of performance, together with progress reports and any other relevant documentation.
  - f) If the employee has met the required standard of performance at the end of the 2 month assessment period, no further action will be taken. Should however, the employee's performance subsequently fall below expectations, action under clauses (a) to (e) above should be recommended.

- g) If performance fails to meet the expected standard at the end of the 2 month assessment period, the Senior Manager will write to the employee asking them to show cause within 7 days as to why their employment should not be terminated.
- h) The relevant Senior Manager will then decide whether to:
  - (i) terminate the employee's employment;
  - (ii) take some other action, including reassignment of duties or reduction in salary to a lower classification; or
  - (iii) take some other appropriate action.
- i) If an employee's salary is reduced without consent, they may lodge an appeal with the Secretary within 14 days of the date of Notice of Reduction only on the ground that there was a serious defect in the application of the above procedure. The procedures and outcome of any review concluded under this clause may be adopted by the Secretary as a review for the purposes of Public Service Regulation 5.27.
- j) Any such appeal must be investigated and finalised within 4 weeks from the date of lodgement.
- k) If the appeal is successful, the Notice of Reduction is revoked without detriment to the employee.
- l) Decisions made under this clause are subject to any rights the employee may have under the Public Service Act and Regulations or in respect of termination of employment under Parts 3-1 and 3-2 of the Fair Work Act.
- m) Nothing in this procedure prevents an employee who has received a written warning, voluntarily requesting in writing that they be issued with a Notice of Termination at any stage of the process. On receipt of any such request, the Senior Manager may decide whether or not to terminate the employee's employment.
- n) An employee may be accompanied by a person of their choice at any stage of the this procedure.
- o) Where an employee consents to a reduction in classification, the reduction will take effect 1 month after the date of the Notice of Reduction. If the employee has not consented to the reduction, the reduction takes effect on:
  - (i) the later of 1 month after the date of the Notice of Reduction; or
  - (ii) if the employee appeals, the day the appeal is disallowed or withdrawn.
- p) Rights of review in respect of termination of employment are set out in clauses 497- 499 of this Agreement.

## UNAUTHORISED ABSENCE

- 417 An employee absent from duty without approval will have all pay and allowances provided under this Agreement ceased until he or she resumes duty and/or is granted leave. Such absences will not count as service for any purpose including accrual of leave.
- 418 If an ongoing employee not subject to a probationary period fails to provide just cause for:
- a) a continuous unauthorised absence from duty of 28 calendar days; or
  - b) unauthorised absences aggregating to 20 working days in a 12 month period,
- the Secretary may terminate the employee's employment under s29 of the Public Service Act.
- 419 Where the Secretary considers that termination of employment may be appropriate the Secretary will:
- a) make reasonable attempts to notify the employee in writing that the Secretary is considering terminating their employment; and
  - b) invite the employee to provide reasons in writing, within 14 days of issue of that notice, why this action would not be reasonable.
- 420 After considering any comments by the employee, including no response, the Secretary will advise the employee in writing of the decision and the reasons for the decision.
- 421 Rights of review in respect of termination of employment are set out in clauses 497- 499 of this Agreement.

## **PART G: DVA'S WORKFORCE INTO THE FUTURE**

### **RECRUITMENT AND SELECTION**

- 422 DVA is committed to good practice in its approach to recruitment, selection and assignment of duties, consistent with the legislative framework established by the Public Service Act and other relevant legislation.
- 423 DVA is committed to the principle of merit as the basis for selection and equity in selection processes. Within the first 12 months of this Agreement, DVA will conduct a performance audit of recruitment exercises and discuss the outcomes with the NCF.
- 424 DVA will continue to look at innovative and flexible ways of using recruitment options and selection processes particularly where these can be effectively utilised to identify redeployment opportunities for employees affected by change.

### **Options for Filling Jobs**

- 425 There are a number of options for filling jobs available to managers. A manager may determine that:
- a) a set of duties will be advertised in APS Jobs (and may also be advertised in other media);
  - b) the job be filled on a temporary basis through either temporary assignment or by engagement of a non-ongoing employee as appropriate;
  - c) a set of duties will be advertised for reassignment of duties/advancement within DVA under the broadbanding and advancement provisions of this Agreement; or
  - d) the duties be reassigned to an employee already at the work level.
- 426 Where the method of filling a job results in an ongoing employee on continuous temporary assignment in the same set of duties at the same work level for a 12 month period, or for an aggregate of 12 months in a 24 month period, and there is an ongoing vacancy, the duties will be advertised in APS Jobs or for advancement subject to clause 427.
- 427 The manager will, in all cases, determine the most appropriate filling process having regard to the following criteria:
- a) whether the job is required for a specified period or is ongoing;
  - b) resource and funding implications;
  - c) organisational requirements and priorities;
  - d) career development needs of employees;
  - e) the appropriate internal and external labour market;
  - f) the size of the appropriate internal and external labour pool; and
  - g) legislative requirements relating to selection and advancement.

- 428 The manager will advise the delegate of the recommended filling process and supporting reasons.
- 429 Progression from a regular work level in one broadband to a regular work level in a higher broadband is a promotion, as currently defined in paragraph 4.6 of the *Public Service Commissioner's Directions 1999*. Such movements are subject to the requirements of the Directions as varied from time to time.
- 430 Progression from a regular work level in a broadband to a higher regular work level in the same broadband is an advancement.

## **BROADBANDING AND ADVANCEMENT**

- 431 DVA has a broadbanded classification structure for the Administrative, Executive, Legal, Advocacy, and OAWG field classifications. A review of these broadbanding arrangements will be undertaken by the NCF during the first twelve months of this Agreement.
- 432 Each broadband has a number of salary rates and work level points as specified in Attachment B of this Agreement. Advancement of ongoing employees within a broadband is subject to the availability of sufficient ongoing work at the higher work level. The advancement provisions apply only to ongoing employees.

## **Advertising and Selection Arrangements for Advancement/ Reassignment**

- 433 Clause 425 of this Agreement sets out the options available to managers for filling vacancies in their work area. Managers are to have regard to the criteria in clause 427 of this Agreement before taking a decision to fill a vacancy using advancement.
- 434 Where a job is to be filled through advancement the duties must be advertised widely across at least the location. A merit selection is to be conducted where there is more than one applicant.
- 435 The preceding clause does not apply:
- a) where a Graduate APS has successfully completed the DVA Graduate Program and been advanced to the first point of the APS 4 classification ( DVA Band 2); or
  - b) to duties that have been classified as spanning more than one work level (e.g. Advocate and Legal 1 broadbands).
- 436 All employees whose regular level is within the broadband of an advertised advancement opportunity can apply for that opportunity.
- 437 Where only one applicant applies for advancement that employee may advance from their regular work level to a higher work level within the same DVA Band if:
- a) they have been assessed as performing their current duties at a standard that meets or exceeds the performance expected (i.e. meet expectations or better); and
  - b) they have been assessed as having the skill requirements for the available work at the higher work level; and
  - c) there is sufficient ongoing work required to be performed at the higher work level.

## **Review of Advancement Decision**

- 438 Where an applicant wishes to have their claims for advancement reviewed on the basis of meeting the requirements of the vacancy to a greater degree than the selected employee, they may request in writing that the advancement decision be reviewed by the relevant Senior Manager. Any such request must provide full details of the basis of the claim and be submitted to the relevant Senior Manager within 14 days of notification of the decision.
- 439 The Senior Manager will consider the claim and advise the applicant of the result of the review within 14 days of receipt of the request for review. The Senior Manager has the power to set aside the decision and make a new decision on advancement on the papers. This is the sole right of review in relation to advancement in this Agreement. The procedures and outcome of any review concluded under this clause may be adopted by the Secretary as a review for the purposes of Public Service Regulation 5.27 provided the review complies with subclause 5 of that Regulation.

## **DVA Advocacy Broadband**

- 440 The following arrangements apply to the assessment, advancement and salary progression of employees within the DVA Advocacy broadband.
- 441 Performance plans will be developed and agreed by the employee and their manager. These plans will be used to demonstrate competency against the Advocacy work level standards. Assessment of competency against the Advocacy work level standards will be undertaken annually against these plans.
- 442 The assessment will be undertaken by the employee's manager, with assistance from the National Manager where requested. Final approval of the assessment will be given by the National Manager to ensure national consistency in the assessment process and the application of competencies.
- 443 This assessment will be used to establish whether the employee has demonstrated the competencies required to progress to the next pay point. The assessment will also be used to establish whether the employee has demonstrated the competencies required to move between the second and third pay point in the Advocacy broadband, which is considered an advancement, as it means movement to a higher APS classification.
- 444 Progression to the pay point 5 in the DVA Advocacy broadband will be on the basis of the employee being assessed as fully meeting the requirements of the full range of capabilities at the upper level of the Advocacy work level standards and satisfying the following work availability test.

### **Advocacy Work Availability test**

- 445 The 'work availability' test is satisfied if the employee:
- a) spends 65% of his/her time undertaking complex advocacy work such as cases where there:
    - (i) are three or more Statements of Principles;
    - (ii) is no Statement of Principles and the standard of proof that applies is beyond reasonable doubt;
    - (iii) is conflicting medical evidence on significant aspects of the case;or

- (iv) are complex questions of jurisdiction of AAT, novel questions of law and policy, and assessment of complex business structures; and
- b) undertakes at least two of the following:
  - (i) assists managers in providing technical guidance and training to less experienced advocates;
  - (ii) works with a high level of independence in determining work priorities; or
  - (iii) exercises high level of judgement and freedom to act such as fully settling a case, without reference to another advocate or manager.

**Review Mechanism – Assessment and Advancement**

446 Where the employee requests review of a decision in relation to assessment and advancement, the review will be undertaken by a Review Panel comprising the relevant Deputy Commissioner, an experienced Advocate from another State, and the relevant Senior Manager.

**DVA Legal 1**

447 The eligibility requirements for entry to the DVA Legal 1 broadband are as follows:

- a) a degree in Law from an Australian tertiary institution, or a comparable overseas qualification, which, in the opinion of the Secretary, is appropriate to the duties to be performed; or
- b) admission as a practitioner, however described, of the High Court of Australia or the Supreme Court of an Australian State or Territory.

448 Salary on engagement, promotion or movement at level will not exceed the second pay point in the classification unless the employee:

- a) has been admitted as a practitioner, however described, of the High Court of Australia or the Supreme Court of an Australian State or Territory; and
- b) satisfies one of the following:
  - (i) has served under articles of clerkship for a period of not less than 1 year, or;
  - (ii) before being so admitted, successfully completed a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or a comparable course in Australia; or
  - (iii) has gained experience, which, in the opinion of the Secretary is equivalent to the experience of a person who has satisfied (i) or (ii) above,

in which case they will be paid at the third salary point in the classification.

- 449 The Secretary may agree to payment of a higher salary, up to the maximum salary for the classification, where the employee has complied with the conditions in the preceding paragraph, and the employee's skills, ability and experience warrant such payment.
- 450 A DVA Legal 1 employee may progress through the salary points in accordance with the following provisions:
- a) salary progression through the salary points within the regular or temporary assignment DVA Legal 1 work level is based on the performance of the employee being assessed as meets expectations or better;
  - b) assessment of employees for salary progression within a work level will require a performance review in accordance with the performance feedback process of this Agreement;
  - c) managers will conduct performance reviews for the purpose of salary progression yearly with performance being assessed against work objectives agreed between employees and their manager. Where, however, an employee demonstrates exceptional performance during a performance cycle, the manager may then undertake a performance review;
  - d) an employee on continuous temporary assignment at any work level under this Agreement should be assessed yearly for salary progression at the temporary assignment level as well as at their regular level. If an employee is assessed as meets expectations or better at their temporary assignment level they will be automatically progressed to the next salary point in their regular work level (subject to any qualification requirements).
  - e) following a performance review, a manager may, subject to the broadbanding and advancement provisions of this Agreement, authorise the progression of an employee to a higher salary rate within the Legal 1 work level, subject to the following clause. If the employee's performance is assessed as Outstanding the manager may authorise progression by up to 2 salary points, subject to the following clause.
- 451 DVA Legal 1 employees shall not progress beyond the 7th salary point unless:
- a) in the opinion of the Secretary, the level of the duties allocated to the employee are classed as being at the upper end of the Broadband as defined in the Work Level Standard for DVA Legal 1; and
  - b) the employee has performed work considered to be at the upper end of the Broadband for a minimum period of 3 months.
- 452 A DVA Legal 1 employee shall not progress beyond the eighth salary point unless they have completed 12 months service at the eighth salary point.

## **DVA Legal 2**

- 453 Entry to the DVA Legal 2 classification is subject to the employee having achieved admission as a practitioner, however described, of the High Court of Australia or the Supreme Court of an Australian State or Territory.
- 454 A Legal 2 employee may progress to the higher salary point in accordance with the following:

- a) salary progression to the higher salary point within the Legal 2 work level is based on the performance of the employee being assessed as meets expectations or better;
  - b) assessment of employees for salary progression within a work level will require a performance review in accordance with the performance feedback process of this Agreement;
  - c) managers will conduct performance reviews for the purpose of salary progression yearly with performance being assessed against work objectives agreed between employees and their manager. Where, however, an employee demonstrates exceptional performance during a performance cycle, the manager may then undertake a performance review;
  - d) an employee on continuous temporary assignment at any work level under this Agreement should be assessed yearly for salary progression at the temporary assignment level as well as at their regular level. If an employee is assessed as meets expectations or better at their temporary assignment level they will be automatically progressed to the next salary point in their regular work level (subject to any qualification requirements).
- 455 Following a performance review, a manager may authorise the progression of an employee to a higher salary rate within the Legal 2 work level, provided that the employee has completed at least 3 months service at the first salary level of the DVA Legal 2 classification.

## **MOBILITY**

- 456 The following principles support mobility in DVA:
- a) employees accept that as departmental priorities change, they can be moved to another work area;
  - b) mobility will not be used to address performance or conduct issues. There are other mechanisms in place to address these types of issues;
  - c) employees will be consulted about proposed moves and every effort made to reach agreement with employees about proposed moves, taking into account their preferences and abilities.
- 457 There are advantages to DVA employees in participating in mobility to develop additional knowledge and skills. Mobility can also enhance overall career opportunities. Where an employee identifies a mobility opportunity, managers will generally support such moves, subject to operational requirements.
- 458 Employees who undertake mobility may return to their previous work area at their regular level unless the employee has been informed, and has agreed with the manager, that this will not be the case. The work area is considered to be the functional area within a Division in the location where the employee worked prior to undertaking the mobility opportunity.

## **PART H: ORGANISATIONAL CHANGE**

459 The provisions and the procedures in this Part described under *Employee Support and Career Transition* and *Redeployment and Retrenchment* apply to ongoing employees. They do not apply to employees on probation or to non-ongoing employees.

### **CONSULTATION ON MAJOR CHANGES**

460 Clauses 461 to 465 of this Agreement apply where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees other than where provision, if any, is already made elsewhere in this Agreement regarding specific major change.

461 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.

462 Significant effects include:

- a) termination of employment;
- b) major changes to the composition, operation or size of the DVA workforce or in the skills required;
- c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- d) significant alteration in hours of work;
- e) the need to retrain employees;
- f) the need to relocate employees to another workplace; and
- g) the major restructuring of jobs.

463 The Secretary must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 461, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

464 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 461.

465 For the purposes of such discussion, the employees concerned and their representatives, if any are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the effects of the changes on employees and other matters likely to affect employees. The Secretary is not required to disclose confidential or commercially sensitive information to the employees.

**EMPLOYEE SUPPORT AND CAREER TRANSITION**

- 466 DVA's aim is to avoid excess employee situations. Retraining and redeployment strategies will seek to ensure that employees are prepared to acquire new capabilities within an appropriate time or move to alternative jobs can expect to continue their employment in DVA or another agency.
- 467 Where DVA considers that local or national strategies developed to support staff through change require supplementation through a national training or career-counselling provider, in addition to services available through existing service contracts, this will be arranged.
- 468 DVA will continue to provide integrated employee support and career transition services including, but not be limited to:

|                            |   |
|----------------------------|---|
| Learning and Development   | <ul style="list-style-type: none"> <li>• A commitment to educating managers and employees about change.</li> <li>• Providing opportunities for employees to develop skills to cope with change.</li> <li>• Reasonable access to learning and development opportunities to improve redeployment or employment prospects.</li> </ul>  |
| Placement and Redeployment | <ul style="list-style-type: none"> <li>• Advice and assistance in redeployment.</li> <li>• Liaison with internal/external providers to facilitate early placement of employees in other APS agencies.</li> <li>• Reasonable assistance and support in applying for positions both within and outside the APS (in respect of employees notified as excess or, where appropriate, potentially excess employees, this assistance will include reasonable leave with full pay and expenses incurred to attend for necessary employment interviews).</li> <li>• Where practicable, temporary placement in other APS agencies where ongoing placement opportunities exist.</li> <li>• Assistance and time off to arrange new child care arrangements where existing arrangements are disrupted due to a change in location caused by redeployment.</li> </ul> |
| Counselling and Support    | <ul style="list-style-type: none"> <li>• From 1 January 2012 or the date of operation of this Agreement, whichever is the later, financial and/or career counselling usually to a combined maximum of \$850 (unless exceptional circumstances warrant an additional amount) to assist potentially excess employees make decisions on retirement and associated issues such as superannuation. Access to this amount is available once only. A potentially excess employee cannot receive funding for this purpose at a later date as an excess employee if they have already accessed this support.</li> <li>• Access to professional personal and career counselling via the Employee Assistance Program.</li> <li>• Advice on the options available during organisational change, for example: retention periods, voluntary</li> </ul>                |

|  |   |
|--|---|
|  | retrenchment and involuntary termination, where those provisions are considered by DVA to be legitimate mechanisms to manage potentially excess and excess staffing situations. |
|--|---|

## REDEPLOYMENT AND RETRENCHMENT

469 The following will apply to the management of organisational change in DVA:

- a) the DVA change management framework will be used;
- b) the Secretary will advise any employee, in writing, if he or she is likely to become excess;
- c) the Secretary will take reasonable action to assess the redeployment prospects of the potentially excess employee;
- d) discussions with the potentially excess employee will be held to consider:
  - (i) redeployment opportunities, taking into account the Secretary's assessment, for the employee concerned; and
  - (ii) whether the potentially excess employee is interested in voluntary retrenchment;
- e) during these discussions, the employee may choose to be accompanied by a person of their choice;
- f) prior to the conclusion of these discussions, employees who are not potentially excess may be invited by the Secretary to express interest in voluntary retrenchment, where those retrenchments would facilitate the redeployment of excess or potentially excess employees;
- g) subject to the entitlement of excess employees, potentially excess employees will be considered in isolation for all DVA vacancies at their regular level, and prior to those vacancies becoming a merit selection;
- h) where more than one potentially excess employee applies for a vacancy, the potentially excess employees will be considered in isolation, but the selection decision will be based on the comparative merits of the potentially excess employees;
- i) where potentially excess employees are considered in isolation for a vacancy, they need only demonstrate that they will be able to satisfactorily perform the duties, with training and development, within a reasonable time frame (ordinarily within 3 to 6 months).

470 The Secretary may advise the employee in writing that they are likely to become excess and declare the employee excess to requirements:

- a) after the completion of discussions in clause 469 or
- b) if the employee or the employee's representative decline to attend discussions – no less than 1 month after the Secretary has told the employee that the employee is likely to become an excess employee.

471 The Secretary may make assistance available to employees for financial and/or career counselling in accordance with 468.

### **Determining Excess Status**

472 An employee may be declared excess if:

- a) there is a greater number of employees at the employee's regular level than is necessary for the efficient and economical working of DVA; or
- b) their services cannot be effectively used because of technological or other changes in work methods, or other organisational changes in DVA; or
- c) the employee is not willing to move to or perform duties at another locality where their usual duties are reassigned, and the Secretary determines that these provisions will apply to that employee.

### **Voluntary Retrenchment**

473 Where the Secretary invites an excess employee to consider an offer of voluntary retrenchment, the employee will have 1 month within which to accept the offer. If the employee accepts the offer the Secretary will issue a Notice of Termination at or after the end of that period and not before, unless the employee agrees to the Notice of Termination being given earlier.

474 Only one formal offer of voluntary retrenchment will be made to an excess employee.

475 Where an employee has not already received the following information, within that month the employee must be given information on the:

- a) amount of redundancy pay, pay in lieu of notice and paid up leave credits;
- b) amount of accumulated superannuation contributions;
- c) options open to the employee concerning superannuation;
- d) taxation rules applying to the various payments; and
- e) financial/career counselling to assist the employee to make an informed decision on accepting an offer of voluntary retrenchment. From 1 January 2012 or the date of operation of this Agreement, whichever is the later, reimbursement of the cost of such financial/career counselling is normally limited to a combined maximum of \$850 (unless exceptional circumstances warrant an additional amount), and is not available if already accessed previously in this process.

### **Period of Notice**

476 Where the employee agrees to be voluntarily retrenched, the Secretary can approve termination of the employee's employment and upon approval will give the Notice of Termination required under section 29 of the Public Service Act. The period of notice will be 4 weeks (or 5 weeks for employees over 45 years of age with at least 5 years of continuous service as defined in clause 481).

477 Where an employee has their employment terminated before the expiration of the notice period, payment in lieu for the unexpired period will be made. The

payment must not be less than the amount the employee would have received if they had continued to work in accordance with their usual arrangements until the end of the notice period.

### **Redundancy Benefit**

478 An employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the Secretary under section 29 of the Public Service Act on the grounds that he/she is excess to requirements is entitled to be paid:

- a) a sum equal to 2 weeks' salary for each continuous completed year of service deemed to be continuous and as defined in clause 481 of this Agreement
- b) plus a pro-rata payment for completed months of service since the last completed year of service,

subject to any minimum amount the employee is entitled to under the NES

479 The minimum sum payable is 4 weeks' salary and the maximum is 48 weeks' salary.

480 The redundancy benefit is calculated on a pro-rata basis for any period where the employee has worked part-time hours during their period of service and has less than 24 years full-time service subject to any minimum amount the employee is entitled to under the NES.

481 Subject to the following clauses, service for redundancy pay purposes means:

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

482 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- a) the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the Public Service Act.

483 Any period of prior service that ceased:

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

will not count as service for redundancy pay purposes.

484 Absences from duty that do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

**Rate of payment - redundancy benefit**

485 For the purpose of calculating any payment under clause 478 of this Agreement, salary will include:

- a) the employee's salary; or
- b) the salary of the higher work level, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given a Notice of Termination; and
- c) other allowances in the nature of salary that are paid during periods of recreation leave and on a regular basis, excluding allowances that are a reimbursement for expenses incurred or a payment for disabilities associated with the performance of duty. Allowances in the nature of salary include First Aid Allowance, Fire Warden Allowance, District Allowance and Departmental Liaison Allowance.

## **Involuntary Termination**

### **Retention Period**

- 486 The Secretary will not involuntarily terminate the employment of an excess employee under section 29 of the Public Service Act, unless they otherwise agree, until the following retention periods have elapsed:
- a) 13 months service where the employee has 20 or more years of service or is over 45 years of age; or
  - b) 7 months service for others.
- 487 If an employee is entitled to a redundancy payment under the NES, the retention period at clause 486 will be reduced by that redundancy pay entitlement on termination, calculated as at the expiry of the retention period as adjusted by this clause.
- 488 The retention period will commence on the earlier of the following:
- a) the day the employee is advised in writing by the Secretary that he or she is an excess employee; or
  - b) 1 month after the day on which the Secretary invites the employee to elect to have their employment voluntarily terminated under clause 473 of this Agreement.
- 489 During the retention period:
- a) the Secretary will continue to take reasonable steps to find alternative employment, including movements at level, for the employee;
  - b) excess employees will be considered in isolation for all DVA vacancies at their regular level, and prior to those vacancies becoming a merit selection;
  - c) where more than one excess employee applies for a vacancy, the excess employees will be considered in isolation but the selection decision will be based on the comparative merits of the excess employees;
  - d) where excess employees are considered in isolation for a vacancy, they need only demonstrate that they will be able to satisfactorily perform the duties, with training and development, within a reasonable time frame (ordinarily within 3 to 6 months); and
  - e) after taking the above steps, the Secretary may, after giving 4 weeks notice to the employee, reduce their classification as a means of securing alternative employment. If this occurs prior to the end of the retention period the employee will continue to be paid at their previous level for the balance of the retention period. Their previous level will include the salary of a higher work level, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in classification level, provided the employee would have continued to act but for the excess employee situation. Their previous level will also include allowances or loadings in the nature of salary, that are paid during periods of leave and on a regular basis.

- 490 During the retention period the employee will:
- a) take reasonable steps to find alternative employment; and
  - b) actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
- 491 The retention or notice periods relating to the reduction in classification of an excess employee or notice of involuntary termination will be extended by any periods of certificated personal leave due to the illness of the employee during these periods.
- 492 The excess employee will be provided with assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 493 Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may, with the agreement of the employee, terminate their employment under section 29 of the Public Service Act and pay a lump sum comprising:
- a) the balance of the retention period (as shortened for the NES under sub-clause 487) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
  - b) the employee's NES entitlement to redundancy pay.
- 494 An excess employee will be given 4 weeks' notice (or 5 weeks for an employee over 45 years of age with at least 5 years continuous service as defined in clause 481 of this Agreement) where it is proposed that they will be involuntarily terminated. Wherever possible the notice period will be concurrent with the retention period.
- 495 An excess employee will not have their employment terminated involuntarily:
- a) before they have been invited to consider an offer of voluntary termination of employment, or
  - b) if they have agreed to have their employment voluntarily terminated but the Secretary refuses to approve it; and/or
  - c) if there are other employees performing similar work at the same level in their location who have previously agreed to have their employment terminated, been refused, and still wish to accept voluntary termination of employment.
- 496 Rights of review in respect of termination of employment are set out in clause 497 of this Agreement.

## **TERMINATION OF EMPLOYMENT**

- 497 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- a) Part 3-1 and Part 3-2 of the Fair Work Act;
  - b) other Commonwealth Government laws (including the Constitution); and
  - c) at common law.

- 498 To avoid doubt, this Agreement does not provide the employee with any rights or remedies in relation to the termination of, or a decision to terminate, their employment. Termination of employment, or a decision to terminate, employment, cannot be reviewed under the dispute resolution procedure contained in this Agreement or under the review of employment related action procedures.
- 499 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with sections 117 and 123(1)(b) of the Fair Work Act. Any such action is subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under section 15 of the Public Service Act.

## **RESIGNATION**

- 500 Ongoing employees may resign their employment, or non-ongoing employees may terminate their employment contract before the end of the period of engagement, by giving the Secretary at least 14 days notice.
- 501 At the instigation of the Secretary the resignation may take effect at an earlier date within the notice period. In such cases the employee will be paid compensation in lieu of the notice period that is not worked.
- 502 Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

## **ATTACHMENT A - PRINCIPLES RELATING TO WORKPLACE DELEGATES**

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.

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

# ATTACHMENT B – SALARY RATES

Table 1

## ADMINISTRATIVE AND EXECUTIVE LEVELS AND OAWG FIELD EMPLOYEES

| COLUMN A          | COLUMN B             |                 | COLUMN C           |           | COLUMN E            | COLUMN F           | COLUMN G           |
|-------------------|----------------------|-----------------|--------------------|-----------|---------------------|--------------------|--------------------|
| APS STRUCTURE     | DVA BROAD BANDS      |                 | CURRENT DVA SALARY |           | SALARY FROM 1.1.12* | SALARY FROM 1.7.12 | SALARY FROM 1.7.13 |
|                   | OAWG Field Employees | DVA/ VVCS       |                    |           |                     |                    |                    |
| APS LEVEL 1       | OAWG BAND            | DVA/VVCS BAND 1 | 1                  | \$40,649  | \$41,868            | \$42,705           | \$43,773           |
|                   |                      |                 | 2                  | \$42,790  | \$44,074            | \$44,955           | \$46,079           |
|                   |                      |                 | 3                  | \$45,534  | \$46,900            | \$47,838           | \$49,034           |
| APS LEVEL 2       |                      |                 | 1                  | \$47,269  | \$48,687            | \$49,661           | \$50,903           |
|                   |                      |                 | 2                  | \$49,143  | \$50,617            | \$51,629           | \$52,920           |
|                   |                      |                 | 3                  | \$51,706  | \$53,257            | \$54,322           | \$55,680           |
| APS LEVEL 3       |                      | DVA/VVCS BAND 2 | 1                  | \$53,359  | \$54,960            | \$56,059           | \$57,460           |
|                   |                      |                 | 2                  | \$54,957  | \$56,606            | \$57,738           | \$59,181           |
|                   |                      |                 | 3                  | \$57,319  | \$59,039            | \$60,220           | \$61,726           |
| APS LEVEL 4       |                      |                 | 1                  | \$60,257  | \$62,065            | \$63,306           | \$64,889           |
|                   |                      |                 | 2                  | \$61,833  | \$63,688            | \$64,962           | \$66,586           |
|                   |                      |                 | 3                  | \$64,269  | \$66,197            | \$67,521           | \$69,209           |
| APS LEVEL 5       | DVA/VVCS BAND 3      | 1               | \$67,177           | \$69,192  | \$70,576            | \$72,340           |                    |
|                   |                      | 2               | \$68,124           | \$70,168  | \$71,571            | \$73,360           |                    |
|                   |                      | 3               | \$70,008           | \$72,108  | \$73,550            | \$75,389           |                    |
| APS LEVEL 6       |                      | 1               | \$71,073           | \$73,205  | \$74,669            | \$76,536           |                    |
|                   |                      | 2               | \$75,369           | \$77,630  | \$79,183            | \$81,163           |                    |
|                   |                      | 3               | \$80,741           | \$83,163  | \$84,826            | \$86,947           |                    |
| EXECUTIVE LEVEL 1 | OAWG BAND            | DVA/VVCS BAND 4 | 1                  | \$89,476  | \$92,160            | \$94,003           | \$96,353           |
|                   |                      |                 | 2                  | \$93,791  | \$96,605            | \$98,537           | \$101,000          |
|                   |                      |                 | 3                  | \$98,282  | \$101,230           | \$103,255          | \$105,836          |
| EXECUTIVE LEVEL 2 |                      | 1               | \$107,961          | \$111,200 | \$113,424           | \$116,260          |                    |
|                   |                      | 2               | \$113,944          | \$117,362 | \$119,709           | \$122,702          |                    |
|                   |                      | 3               | \$121,550          | \$125,197 | \$127,701           | \$130,894          |                    |

Shadings indicate the work level barriers

**Junior Rates:** Employees and trainees under 21 years of age employed at the APS 1 classification will be paid a percentage of the minimum APS 1 salary as follows:

|                       |     |
|-----------------------|-----|
| <b>Under 18 years</b> | 60% |
| <b>At 18 years</b>    | 70% |
| <b>At 19 years</b>    | 81% |
| <b>At 20 years</b>    | 91% |

\* or date the Agreement comes into operation, whichever is the later

**Table 2**

**LEGAL OFFICERS**

| COLUMN A          | COLUMN B           | COLUMN C           |           | COLUMN D            | COLUMN E           | COLUMN F           |
|-------------------|--------------------|--------------------|-----------|---------------------|--------------------|--------------------|
| APS STRUCTURE     | DVA CLASSIFICATION | CURRENT DVA SALARY |           | SALARY FROM 1.1.12* | SALARY FROM 1.7.12 | SALARY FROM 1.7.13 |
| APS LEVEL 3       | DVA LEGAL<br><br>1 | 1                  | \$53,988  | \$55,608            | \$56,720           | \$58,138           |
|                   |                    | 2                  | \$57,590  | \$59,318            | \$60,504           | \$62,017           |
|                   |                    |                    |           |                     |                    |                    |
| APS LEVEL 4       |                    | 3                  | \$61,616  | \$63,464            | \$64,733           | \$66,351           |
|                   |                    | 4                  | \$65,567  | \$67,534            | \$68,885           | \$70,607           |
| APS LEVEL 5       |                    | 5                  | \$70,353  | \$72,464            | \$73,913           | \$75,761           |
| APS LEVEL 6       |                    | 6                  | \$73,449  | \$75,652            | \$77,165           | \$79,094           |
| EXECUTIVE LEVEL 1 |                    | 7                  | \$77,500  | \$79,825            | \$81,422           | \$83,458           |
|                   |                    | 8                  | \$91,422  | \$94,165            | \$96,048           | \$98,449           |
|                   |                    | 9                  | \$95,859  | \$98,735            | \$100,710          | \$103,228          |
| EXECUTIVE LEVEL 2 | DVA LEGAL<br>2     | 10                 | \$109,425 | \$112,708           | \$114,962          | \$117,836          |
|                   |                    |                    |           |                     |                    |                    |
|                   | 1                  | \$117,880          | \$121,416 | \$123,844           | \$126,940          |                    |
| 2                 | \$124,660          | \$128,400          | \$130,968 | \$134,242           |                    |                    |

Shadings indicate qualifications and/or work availability barriers

**Table 3**

**MEDICAL OFFICERS**

| COLUMN A                | COLUMN B               | COLUMN C           | COLUMN D            | COLUMN E           | COLUMN F           |
|-------------------------|------------------------|--------------------|---------------------|--------------------|--------------------|
| APS STRUCTURE           | DVA CLASSIFICATION     | CURRENT DVA SALARY | SALARY FROM 1.1.12* | SALARY FROM 1.7.12 | SALARY FROM 1.7.13 |
| Medical Officer Class 1 | MEDICAL OFFICER BAND 1 | \$81,391           | \$83,833            | \$85,510           | \$87,648           |
|                         |                        | \$88,171           | \$90,816            | \$92,632           | \$94,948           |
|                         |                        | \$94,899           | \$97,746            | \$99,701           | \$102,194          |
|                         |                        | \$106,023          | \$109,204           | \$111,388          | \$114,173          |
| Medical Officer Class 2 | MEDICAL OFFICER BAND 2 |                    |                     |                    |                    |
|                         |                        | \$114,490          | \$117,925           | \$120,284          | \$123,291          |
| Medical Officer Class 3 | MEDICAL OFFICER BAND 3 | \$120,479          | \$124,093           | \$126,575          | \$129,739          |
|                         |                        |                    |                     |                    |                    |
| Medical Officer Class 4 | MEDICAL OFFICER BAND 4 | \$127,958          | \$131,797           | \$134,433          | \$137,794          |
|                         |                        | \$133,810          | \$137,824           | \$140,580          | \$144,095          |
| Medical Officer Class 4 | MEDICAL OFFICER BAND 4 |                    |                     |                    |                    |
|                         |                        | \$139,560          | \$143,747           | \$146,622          | \$150,288          |
|                         |                        | \$145,005          | \$149,355           | \$152,342          | \$156,151          |
|                         |                        | \$153,436          | \$158,039           | \$161,200          | \$165,230          |

Shadings indicate the work level points.

\* or date the Agreement comes into operation, whichever is the later

**Table 4**

**PUBLIC AFFAIRS OFFICERS**

| COLUMN A          | COLUMN B           | COLUMN C           | COLUMN D            | COLUMN E           | COLUMN F           |
|-------------------|--------------------|--------------------|---------------------|--------------------|--------------------|
| APS STRUCTURE     | DVA CLASSIFICATION | CURRENT DVA SALARY | SALARY FROM 1.1.12* | SALARY FROM 1.7.12 | SALARY FROM 1.7.13 |
| APS LEVEL 5       | DVA PAO1           | \$67,177           | \$69,192            | \$70,576           | \$72,340           |
|                   |                    | \$70,008           | \$72,108            | \$73,550           | \$75,389           |
| APS LEVEL 6       | DVA PAO 2          | \$76,248           | \$78,535            | \$80,106           | \$82,109           |
|                   |                    | \$83,197           | \$85,693            | \$87,407           | \$89,592           |
| EXECUTIVE LEVEL 1 | DVA PAO 3          | \$102,893          | \$105,980           | \$108,100          | \$110,803          |
|                   |                    | \$109,425          | \$112,708           | \$114,962          | \$117,836          |
| EXECUTIVE LEVEL 2 | DVA SPAO           | \$116,038          | \$119,519           | \$121,909          | \$124,957          |
|                   |                    | \$123,623          | \$127,332           | \$129,879          | \$133,126          |

Shadings indicate the work level points.

**Table 5**

**ADVOCACY BROADBAND**

| COLUMN A          | COLUMN B      | COLUMN C           | COLUMN D            | COLUMN E           | COLUMN F           |           |
|-------------------|---------------|--------------------|---------------------|--------------------|--------------------|-----------|
| APS STRUCTURE     | DVA BAND      | CURRENT DVA SALARY | SALARY FROM 1.1.12* | SALARY FROM 1.7.12 | SALARY FROM 1.7.13 |           |
| APS 6             | ADVOCACY BAND | 1                  | \$75,369            | \$77,630           | \$79,183           | \$81,163  |
|                   |               | 2                  | \$80,741            | \$83,163           | \$84,826           | \$86,947  |
| EXECUTIVE LEVEL 1 | ADVOCACY BAND | 3                  | \$89,476            | \$92,160           | \$94,003           | \$96,353  |
|                   |               | 4                  | \$93,791            | \$96,605           | \$98,537           | \$101,000 |
|                   |               | 5                  | \$98,282            | \$101,230          | \$103,255          | \$105,836 |

Shadings indicate the work level competency or availability barriers

\* or date the Agreement comes into operation, whichever is the later

**Table 6**

**VVCS PROFESSIONAL EMPLOYEES**

| COLUMN A          | COLUMN B | COLUMN C           | COLUMN D            | COLUMN E           | COLUMN F           |
|-------------------|----------|--------------------|---------------------|--------------------|--------------------|
| APS STRUCTURE     |          | CURRENT DVA SALARY | SALARY FROM 1.1.12* | SALARY FROM 1.7.12 | SALARY FROM 1.7.13 |
| APS LEVEL 4       | 1        | \$60,257           | \$62,065            | \$63,306           | \$64,889           |
|                   | 2        | \$61,833           | \$63,688            | \$64,962           | \$66,586           |
|                   | 3        | \$64,269           | \$66,197            | \$67,521           | \$69,209           |
| APS LEVEL 5       | 1        | \$67,177           | \$69,192            | \$70,576           | \$72,340           |
|                   | 2        | \$70,008           | \$72,108            | \$73,550           | \$75,389           |
| APS LEVEL 6       | 1        | \$71,452           | \$73,596            | \$75,068           | \$76,945           |
|                   | 2        | \$75,369           | \$77,630            | \$79,183           | \$81,163           |
|                   | 3        | \$80,741           | \$83,163            | \$84,826           | \$86,947           |
| EXECUTIVE LEVEL 1 | 1        | \$91,421           | \$94,164            | \$96,047           | \$98,448           |
|                   | 2        | \$98,282           | \$101,230           | \$103,255          | \$105,836          |
| EXECUTIVE LEVEL 2 | 1        | \$102,327          | \$105,397           | \$107,505          | \$110,193          |
|                   | 2        | \$107,961          | \$111,200           | \$113,424          | \$116,260          |
|                   | 3        | \$116,038          | \$119,519           | \$121,909          | \$124,957          |
|                   | 4        | \$121,550          | \$125,197           | \$127,701          | \$130,894          |

**Shadings indicate the work level barriers**

VVCS Deputy Director / Clinical Coordinator salaries are fixed at Executive Level 1.

VVCS Director salaries may be determined by the Secretary to be Executive Level 2, at one of the four pay points. Determination of a Director's salary will depend upon the centre to which they are engaged. Director salaries may be fixed at a pay point below the top pay point of the work level.

VVCS Professional employees may be employed at the APS 4 or 5 level, subject to parameters developed by the National Management Team in consultation with employees, and where they request, their nominated representative(s).

\* or date the Agreement comes into operation, whichever is the later

## ATTACHMENT C – PRODUCTIVITY PAYMENTS

| Classification         | April 2012* | April 2014* |
|------------------------|-------------|-------------|
| APS 1                  | \$469       | \$123       |
| APS 2                  | \$533       | \$139       |
| APS 3                  | \$590       | \$154       |
| APS 4                  | \$662       | \$173       |
| APS 5                  | \$721       | \$188       |
| APS 6                  | \$832       | \$217       |
| Exec 1                 | \$1012      | \$265       |
| Exec 2                 | \$1252      | \$327       |
| Legal Officer (APS 3)  | \$593       | \$155       |
| Legal Officer (APS 4)  | \$675       | \$177       |
| Legal Officer (APS 5)  | \$725       | \$189       |
| Legal Officer (APS 6)  | \$798       | \$209       |
| Legal Officer (Exec 1) | \$1,127     | \$295       |
| Legal Officer (Exec 2) | \$1,284     | \$336       |
| Medical Officer 1      | \$1092      | \$285       |
| Medical Officer 2      | \$1241      | \$324       |
| Medical Officer 3      | \$1378      | \$360       |
| Medical Officer 4      | \$1580      | \$413       |
| PAO 1 (APS 5)          | \$721       | \$188       |
| PAO 2 (APS 6)          | \$857       | \$224       |
| PAO 3 (EL1)            | \$1127      | \$295       |
| SPAO (EL2)             | \$1273      | \$333       |
| Advocacy (APS 6)       | \$832       | \$217       |
| Advocacy (Exec 1)      | \$1012      | \$265       |
| VVCS (APS 4)           | \$662       | \$173       |
| VVCS (APS 5)           | \$721       | \$188       |
| VVCS (APS 6)           | \$832       | \$217       |
| VVCS (Exec 1)          | \$1012      | \$265       |
| VVCS (Exec 2)          | \$1252      | \$327       |

Note: Payments will be made on the first pay day after 1 April and payments to part-time employees will be pro-rated

## INDEX

### A

additional holiday, 57  
additional hours, 42  
adjustment of allowances, 37  
Adoption/Fostering Leave, 54  
advancement within broadband, 65  
Advocates, 66  
aged care services, 45  
agreement duration, 4  
airconditioning subsidy, 33  
allowance - community language, 20  
allowance - Departmental Liaison Officer,  
20  
allowance - disruption, 20  
allowance - district, 32  
allowance - disturbance, 31  
allowance - fire warden, 21  
allowance - first aid, 21  
allowance - food, 28, 31  
allowance - leadership, 21  
allowance - medical officer professional  
development, 22  
allowance - motor vehicle, 22  
allowance - overtime meal, 26  
allowance - professional lifestyle  
allowance, 22  
allowance - restriction, 23  
allowance - travelling, 26  
allowance- settling in and out, 30  
annual leave - excess, 48

### B

bereavement leave, 50  
Breastfeeding Friendly Workplace, 45  
broadbands, 65

### C

cancellation of leave, 58  
career counselling, 71  
career interval leave, 51  
career transition, 71  
casual loading, 17

child and dependant care, 45  
child care options, 45  
child reunion fares, 35  
Christmas shut-down, 57  
compassionate leave, 50  
consultation, 11, 70  
costs on sale and purchase, 31

### D

defence reservists leave, 53  
definitions, 5  
delegations, 5  
dispute, 12  
District allowance, 32  
documentary evidence, 6, 50

### E

education costs, 31  
EL Hours, 41  
Employee Assistance Program, 45, 71  
employee support, 71  
excess employee, 71, 73  
excess fares, 20  
excess travelling time, 20

### F

financial counselling, 71  
flexibility and supplementation, 36  
flextime, 40  
flu vaccinations, 46  
fortnightly salary, 18

### G

goals & undertakings, 10  
Graduates, 18

### H

healthy lifestyle subsidy, 46  
holiday care, 45  
home based work, 44  
hours of duty, 39

## **J**

job sharing, 44

## **L**

learning and development, 60, 71  
leave, 47  
leave portability, 58  
Legal 1, 67  
Legal 2, 68  
long service leave, 54

## **M**

maternity leave, 54  
merit, 7, 64  
miscellaneous leave, 51  
mobility, 69

## **O**

OAWG health checks, 46  
occupational health and safety, 45  
other work related payments, 38  
overseas travel, 27  
overtime, 24

## **P**

Parental Leave, 55  
part-time employment, 43  
people management policies, 5  
performance feedback, 59  
personal leave, 49  
Prepayments, 18  
prior service, 58  
promotion, 65  
public holidays, 56  
purchased leave, 48

## **R**

recall to duty, 58  
recording attendance, 39  
recreation leave, 47  
recruitment, 64  
recruitment options, 64  
redeployment, 71

redeployment and retrenchment, 72  
relocation - temporary, 27  
relocation – ongoing, 29  
relocation assistance, 27  
remote localities, 32  
remote localities leave fares, 34  
rental assistance, 28, 31  
resignation, 78  
retention period, 76  
rewards and recognition, 38

## **S**

salary - temporary reduction, 17  
salary on engagement, 16  
salary on engagement, reassignment,  
    promotion, 16  
salary on reduction, 17  
salary on temporary assignment, 16  
salary packaging, 19  
salary progression, 17  
selection processes, 64  
selections - filling jobs, 64  
staff surveys, 13  
studies assistance, 60  
superannuation, 37  
support services, 45  
supported salary system, 18

## **T**

temporary assignment, 19  
termination of employment, 76, 77  
trainees, 18  
travel - class of travel, 26

## **U**

unauthorised absence, 63  
underperformance, 61

## **V**

voluntary retrenchment, 73

## **W**

war service sick leave, 53  
Workplace Delegate, 12

## Formal Acceptance of this Agreement

By signing below, the employer and representatives of employees covered by this Agreement signify their agreement to its terms.

### **Ian Campbell**

Secretary  
Department of Veterans' Affairs  
GPO Box 9998  
Canberra, ACT 2601

---

signed for and on behalf of the Commonwealth

Date: / /

### **Kate Brandreth**

National Organiser  
Community and Public Sector Union  
5/191-199 Thomas Street  
Haymarket NSW 2000

---

signed for and on behalf of the Community and Public Sector Union

Date: / /

### **Michael White**

ACT Branch Secretary  
Media, Entertainment and Arts Alliance  
2nd Floor, 40 Brisbane Ave  
BARTON ACT 2600

---

signed for and on behalf of the Media, Entertainment and Arts Alliance

Date: / /

### **Dr Guy Hibbins**

President (Commonwealth Branch)  
Australian Salaried Medical Officers Federation  
PO Box 6090  
Kingston ACT 2604

---

signed for and on behalf of the Australian Salaried Medical Officers Federation

Date: / /

### **Sue Lines**

Assistant National Secretary  
United Voice  
303 Cleveland Street  
Redfern NSW 2016

---

signed for and on behalf of United Voice

Date: / /