

Defence Enterprise Collective Agreement (DECA)

2009

Please consider the environment before printing all or part of this document

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Part A - The Defence Environment

A1 Introduction

A1.1 Defence Australian Public Service (APS) employees continue to play a crucial part as members of the total Defence workforce in the defence of Australia and its national interests. They deliver capability and support the delivery of capability by the Australian Defence Force (ADF).

A1.2 The Agreement applies to APS employees below Senior Executive Service level in Defence, including Defence employees working overseas, unless otherwise indicated.

A1.3 Managers and supervisors of APS employees, including members of the ADF who supervise APS employees, must apply the provisions of this Agreement in an appropriate manner and in accordance with the Defence and APS Values.

A1.4 This Agreement recognises a world environment of heightened security, changing demographics, a competitive employment market, and a new industrial framework.

A2 Principles and Values-based employment framework

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;
- b. providing a safe, secure and fair environment;
- c. making the most efficient use of resources and supporting sustainable environmental management;
- d. respecting and valuing diversity, and preventing discrimination;
- e. ensuring freedom of association; and
- f. behaving honestly.

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;
- b. those hearing an employee are unbiased;
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence Values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Table A1: Defence values

Defence values (PLICIT)	
Professionalism	Striving for excellence in everything we do.
Loyalty	Being committed to each other, our leaders and the organisation.
Integrity	Doing what is right.
Courage	The strength of character to do what is right – extending to both courage of convictions (<i>moral courage</i>) and courage in harm's way (<i>physical courage</i>).
Innovation	Actively looking for better ways of doing business.
Teamwork	Working together with respect, trust and a sense of collective purpose.

Values-based behaviour

A2.5 Values-based behaviour is about employees, supervisors and teams being prepared to act responsibly, be accountable for their actions and decisions, and think about the consequences of their actions for Defence.

A2.6 Values-based behaviour also means recognising employees who exceed expectations, while dealing more effectively with poor performance. Values-based behaviour incorporates more effectively a responsibility for supervisors to manage their teams appropriately by providing tighter and more directed feedback so that we, as individuals and as an organisation, can improve performance.

A2.7 The mutual responsibilities listed in Section A3 elaborate the values based behaviour expected from employees, supervisors and teams.

A3 Mutual responsibilities

A3.1 **Each employee.** As APS employees, we all have an obligation to display behaviours which support the Defence and APS Values. Adherence to these behaviours will promote teamwork and innovation, and support the delivery of better results to Government.

As an individual I must...	I will know I am fulfilling this responsibility if I...
Ensure my behaviour complies with the APS Code of Conduct and upholds the Defence and APS Values.	<ul style="list-style-type: none"> ▪ Understand and exhibit the required behaviours. ▪ Accept responsibility for my decisions and actions. ▪ Support a positive work environment.
Do my job to the best of my ability.	<ul style="list-style-type: none"> ▪ Strive to achieve performance and results of a high standard. ▪ Am flexible and adaptable to changing work requirements. ▪ Provide honest and accurate advice. ▪ Acknowledge mistakes and learn from them. ▪ Seek guidance and advice when required. ▪ Have a customer/client/stakeholder focus and follow through on commitments. ▪ Maintain accurate and clear records. ▪ Make the best use of the resources available to get the job done. ▪ Establish and maintain productive working relationships and manage issues, problems and conflict (more detail in responsibilities as a member of a team).
Strive to enhance my personal development.	<ul style="list-style-type: none"> ▪ Participate fully in performance exchange. ▪ Evaluate my own progress and outcomes in a realistic way. ▪ Have the courage to accept valid criticism and recognise opportunities for further development. ▪ Continually update my work skills. ▪ Participate in all training and development activities identified in my performance agreement. ▪ Actively seek to improve my performance where shortcomings are identified.
Actively balance my life.	<ul style="list-style-type: none"> ▪ Use on average at least four weeks annual leave each year. ▪ Strive to keep flex credits below 15 hours. ▪ Seek to minimise unscheduled absences. ▪ Reassess workload priorities with my supervisor when workload becomes too much. ▪ Undertake rehabilitation when needed for returning to work after illness or injury.
Contribute to a safe, secure and fair workplace.	<ul style="list-style-type: none"> ▪ Apply safety issues as a key consideration in my daily duties. ▪ Apply Defence security practices. ▪ Treat people fairly and with respect.
Contribute to an environmentally responsible workplace.	<ul style="list-style-type: none"> ▪ Am aware of the Defence Environmental Management System and participate in environmental initiatives relevant to my work. ▪ Consider, plan for and manage environmental risks in my activities ▪ Contribute, to the development of procedures which foster sustainable environmental management.

A3.2 Additional responsibilities as a member of a team. Teams are an integral part of Defence. Often these teams will be part of an integrated environment. Working as part of a team can be challenging however successful teams can achieve extraordinary results. Each employee has a role in ensuring a team works effectively.

As a member of a team I must...	I will know I am fulfilling this responsibility if I...
Develop and maintain productive working relationships.	<ul style="list-style-type: none"> ▪ Develop positive relationships with team members. ▪ Am tolerant and open. ▪ Treat people with respect and courtesy. ▪ Work collaboratively and operate as an effective team member. ▪ Encourage the exploration of diverse views and harness the benefit of such views.
Work towards team goals and continuous improvement.	<ul style="list-style-type: none"> ▪ Have a knowledge of the organisation's mission and business objectives. ▪ Continually look at improving what is done and how it is done. ▪ Contribute to teamwork and innovation at work. ▪ Provide input to the development of team plans and goals. ▪ Follow directions set by supervisors. ▪ Link my outcomes to Defence and team/section goals.
Communicate in an open and honest manner.	<ul style="list-style-type: none"> ▪ Contribute ideas and information. ▪ Share experiences and seek guidance. ▪ Listen to colleagues.
Address issues, problems and conflict constructively.	<ul style="list-style-type: none"> ▪ Accept differing points of view as a natural part of the work place that can lead to new ideas and improvements. ▪ Identify areas of possible conflict and work to reduce or eliminate the potential for problems. ▪ Act quickly to address issues, problems and conflict as they arise. ▪ First consider resolution methods, such as discussion, conflict coaching or mediation to resolve conflict. ▪ Resolve conflict as close to the source as possible. ▪ Actively participate in resolution.
Consider sustainment of the environment.	<ul style="list-style-type: none"> ▪ Contribute to awareness of environmental responsibilities. ▪ Consider the environmental risks early and address appropriately. ▪ Take ownership of my team's environmental performance and lead by example to achieve environmentally sustainable outcomes.

A3.3 Additional responsibilities for supervisors. Our supervisors have responsibilities in addition to those they must display as employees and team members. These additional responsibilities recognise the important role our supervisors perform in setting the standard of behaviour expected of others.

As a supervisor I must also...	I will know I am fulfilling this responsibility if I...
Lead by example and actively develop my leadership.	<ul style="list-style-type: none"> ▪ Ensure my people are aware of and understand the Defence and APS Values and Code of Conduct. ▪ Consider principles and values when I make decisions. ▪ Accept responsibility for my team's actions. ▪ Seek feedback from my supervisor, peers and employees and have the courage to accept valid criticism.

As a supervisor I must also...	I will know I am fulfilling this responsibility if I...
Actively manage the performance of my employees.	<ul style="list-style-type: none"> ▪ Have a current performance agreement with each of my employees reflecting changing requirements as necessary. ▪ Ensure my employees are attuned to Defence's priorities. ▪ Ensure the performance of my team is results-focused. ▪ Give timely and honest feedback to my employees in a manner that gains acceptance and achieves resolution. ▪ Recognise high performance. ▪ Promptly and constructively manage underperformance. ▪ Actively and constructively manage conflict as soon as it arises, seeking resolution.
Create a workplace based on respect, trust and a sense of collective purpose.	<ul style="list-style-type: none"> ▪ Build trust through productive working relationships. ▪ Communicate and consult with my employees openly and honestly. ▪ Ensure advice is coordinated with all internal stakeholders. ▪ Do not tolerate abuse or mistreatment of employees in Defence. ▪ Support my employees in achieving life balance. ▪ Encourage a positive and balanced work environment.
Make the most effective use of my employees and resources.	<ul style="list-style-type: none"> ▪ Embrace flexible work practices, such as part-time and home based work, to maximise workforce participation. ▪ Manage workload issues to ensure my employees are not unreasonably overloaded with work. ▪ Ensure each of my employees use on average at least their full annual leave accrual each year. ▪ Ensure that each of my employees has the opportunity to keep their flex credit generally below 15 hours. ▪ Maintain regular and reasonable contact with my ill and injured employees during their absence and identify suitable duties to assist them to return to work. ▪ Understand and take into account the impact on resources when I make decisions. ▪ Use resources efficiently, effectively and ethically.
Skill my team for Defence capability.	<ul style="list-style-type: none"> ▪ Guide, develop and mentor my employees. ▪ Identify and effectively prioritise the training and education needs of my employees in their performance agreements. ▪ Ensure all my employees undertake mandatory corporate training and awareness programs. ▪ Maximise learning and development opportunities for my employees. ▪ Develop skilling strategies to address any critical employment categories.
Promote and ensure high standards of environmental stewardship as part of my management of Defence activities, including policy decisions.	<ul style="list-style-type: none"> ▪ Manage the environmental risks of my employees' activities. ▪ Recognise the importance of environmental considerations when making employment and management decisions.

Mandatory Awareness Programs

A3.4 All employees are required to update or refresh their knowledge of key responsibilities on a regular basis. The awareness programs listed in Table A2 must be completed by all employees.

Table A2 – Mandatory Awareness Programs

Program	To be completed...
DECA 2009 Awareness	By 31 May 2010 or within three months of joining Defence
Equity & Diversity Awareness	Every year
Security Awareness	Every year
Defence OHS Awareness	Every year
Ethics & Fraud Awareness	Every two years

A3.5 The Secretary may determine additional awareness programs to be mandated for all, or specific groups of, employees.

A4 Consultation and communication

Principle

A4.1 The objectives of these consultation and communication procedures are to provide that employees and their representatives will:

- a. be consulted on matters affecting their workplace; and
- b. have an opportunity to have their views considered on changes that impact directly or indirectly on their employment.

Consultation

A4.2 Defence is committed to communicating and consulting with employees and their representatives on matters that affect them in the workplace. Consultation is more than simply informing employees about what is happening in the workplace. Decision-makers must ensure that employees not only receive information on workplace issues but also have an opportunity to contribute and have their views considered before the proposal is finalised and the change is implemented.

A4.3 Defence will provide employees and their representatives with all relevant information about proposed changes in the workplace in a timely manner and consult on change with the express purpose of providing employees and their representatives with the opportunity to influence proposals prior to their implementation. In providing information, Defence must include details of the proposed changes to organisational structures and technology, including timetables and key dates, and possible changes to the way work is performed, existing lines of control, workload and classification levels.

A4.4 These procedures will be followed for changes such as:

- a. changes in the structure, organisation, technology and composition, operation, size or location of the workforce, or in required workplace skills;
- b. business performance improvement initiatives; and
- c. termination of employment of excess employees.

Consultative mechanisms

A4.5 Decision-makers are encouraged to involve employees as early as is practicable in the consultative process so that workplace issues are addressed as proposals are developed. Decision-makers may establish regular consultative arrangements that are appropriate to the issues and circumstances with employees and their representatives as part of this process.

A4.6 **Workplace consultation.** Consultation at the workplace level can take many forms but regular employee, branch, section or team meetings are encouraged as they provide an avenue for sharing information, receiving feedback, generating ideas and resolving workplace issues in a spirit of cooperation and trust.

A4.7 **Group consultative mechanisms.** Group Heads are responsible for the organisation and administration of arrangements for consultation on matters specific to their Group. A consultative mechanism may be implemented on an as required basis or take the form of a regularly convened Group Consultative Committee chaired by the Group Head (or their representative) with membership drawn from within the Group and employee representatives.

A4.8 **National consultative mechanisms.** Consultation at the national level involves the continuation of the National Workplace Relations Committee (NWRC) made up of appropriate senior Defence representatives, and

employee representatives. The NWRC will meet quarterly and consider matters of a national nature relating to the employment of APS employees in Defence.

A4.9 Within the context of national consultation, specific issue consultative arrangements extending beyond single Group responsibility will be maintained.

A4.10 **Workplace employee representatives.** In undertaking their representational responsibilities, Defence employees elected as employee representatives will be provided with appropriate support having regard to operational and resource requirements, including:

- a. reasonable time off to conduct their activities without deduction of salary;
- b. access to appropriate learning, including education provided by unions;
- c. access to facilities including communication systems, office equipment and notice boards; and
- d. recognition of the right to approach and discuss union membership with new employees.

A4.11 Defence will facilitate the provision of verbal and/or written information from unions about union membership to new employees as part of induction programs.

A5 The Environment

Principle

A5.1 The activities undertaken by Defence have an impact on the environment, not least because Defence is the Australian Government's biggest user of energy. Defence and the unions are committed to implementing practical measures, consistent with Government policy, to reduce Defence's carbon footprint, promote environmental sustainability, minimise the unnecessary consumption of resources and reduce operational and administrative costs through a range of improved workplace practices. Employees, as individuals and in groups, will make a positive contribution to improving Defence's environmental management. For its part, Defence is committed to being a leader in sustainable environmental management and to providing the opportunity for employee contributions to environmental management through its Environmental Management System (EMS). Defence is committed to developing employment conditions that encourage environmental responsibility.

A5.2 During the life of this Agreement, Defence will introduce measures, and employees will assist Defence in its implementation of these measures, to assist in the reduction of its environmental footprint. These measures include, but are not limited to:

- a. The conduct of a flagship project at a self-nominated site to:
 - (i) Examine methods to reduce the consumption of energy and other resources; and
 - (ii) Identify the monetary savings available through such reduction;
- b. The implementation, of new responsibilities for individuals, supervisors and teams as set out in the Mutual Responsibilities section of this Agreement;
- c. Examination of existing environmental training packages in Defence including those endorsed under the National Training Framework and, if appropriate, extension of these packages to help equip employees with the knowledge to make environmentally sound decisions;
- d. The introduction of a scheme to encourage employees to use public transport instead of private motor vehicles (refer to paragraph G9); and
- e. The development of employment conditions that support sound environmental principles, such as the reduction of pollutants and waste.

A5.3 The progress of the strategies listed in paragraph A5.2 will be monitored by the NWRC, and will be a standing item at NWRC meetings.

A6 Implementation of this Agreement

A6.1 To ensure that this Agreement is successfully implemented, Defence will provide a start-up training package for all APS employees and ADF supervisors of APS employees. In addition, Defence will provide ongoing communication and appropriate training over the life of the Agreement.

Part B – Managing and Structuring the Workforce

Principle

Defence seeks to make the most effective use of its workforce and to attract and retain skilled employees able to deliver outcomes required by the Australian Government through:

- a. *the priority given to ongoing employment, as required by the PS Act;*
- b. *the effective structuring of jobs and classifications through the consistent application of work level standards across Defence;*
- c. *flexibility in job design;*
- d. *fair and transparent selection and staffing processes; and*
- e. *practices that will develop a workforce to deliver Defence capability into the future.*

B1 Work Level Standards

B1.1 The Defence-specific work level standards describe the value of work at each of the eight APS levels (the Work Level Standards). Such standards maintain the integrity of work value levels.

B1.2 The Work Level Standards were developed by a working party comprising representatives of Defence and employees (the Work Level Standards Working Party) and are promulgated within the Defence Classification Manual.

B1.3 The Work Level Standards must be used in accordance with the guidance provided in the Defence Classification Manual when:

- a. establishing new positions;
- b. reviewing existing positions;
- c. reclassifying existing positions (to a higher or lower classification);
- d. restructuring or designing the structure of a new work area;
- e. establishing duty statements and selection criteria during the recruitment process;
- f. applying non-position based Additional Responsibility Pay or partial performance Additional Responsibility Pay; and
- g. investigating the establishment of a broadband.

B1.4 The Work Level Standards Working Party will continue to operate for the life of this Agreement with a view to finalising the work undertaken during the life of the *Defence Collective Agreement 2006-2009*, refining the resultant materials and issuing a revised Defence Classification Manual. In addition, the Working Party will examine training needs for those employees in Defence with responsibility for classification management.

B1.5 Consistent with paragraph B1.4, the Secretary may approve adjustments to the Work Level Standards or Defence Classification Manual.

B2 Broadbands

B2.1 Broadbanding describes the action of combining two or more contiguous classification levels into a single, broader designation. A broadband encompasses the full range of work value and work level standards of the classification levels it reflects.

B2.2 An employee may advance between the classifications contained within a broadband by meeting the conditions required to pass the barrier(s), if any, within the broadband. An employee is not eligible to move to a higher classification within a broadband unless their performance is rated as Fully Effective or better.

B2.3 An employee may enter a broadband at any of the classification levels it contains, subject to normal promotion rules where applicable.

B2.4 The APS classification of an employee within a broadband is the lowest classification included in the broadband which has a maximum salary equal to or above the salary of the employee.

- B2.5 Broadbands may be created during the life of this Agreement under the following facilitative provisions:
- a. the Secretary may approve the creation or amendment of a broadband, after having received a proposal endorsed by a majority of the affected employees. The employees and their representatives must be consulted about the purpose and specific arrangements for a broadband before it is created;
 - b. any broadband created under this Agreement operates according to its terms as if they were part of this Agreement; and
 - c. the creation of any broadband is to be consistent with the *Public Service Classification Rules 2000* and the APS values relating to merit.

B2.6 **Existing Broadbands.** Defence will continue to operate the following existing broadbands during the life of this agreement:

Defence wide

- a. APS Level 4-5 (Academic Level 1);
- b. APS Level 6-EL1 (Academic Level 2);
- c. APS Level 3-EL1 (Legal 1);
- d. Medical Officer 1-2;
- e. APS Level 4-5 (Professional);
- f. APS Level 3-4 (Technical); and
- g. APS Level 4-5 (Public Affairs 1).

The following broadbands will continue to be used in the specified parts of Defence for which they were approved:

- a. APS Level 3-4 (S&T Level 2) - DSTO;
- b. APS Level 4-5 (S&T Level 3) - DSTO;
- c. APS Level 1-2 (DSD Unified Structure) - DSD;
- d. APS Level 3-6 (DSD Unified Structure) - DSD;
- e. EL1-2 (including EL2 (Academic 5) (DSD Unified Structure) - DSD;
- f. APS Level 4-5 (Paralegal) - Defence Legal;
- g. APS Level 5-6 (Administrative) – DCARR, FOI;
- h. APS Level 1-6 (Defence Imagery and Geospatial Organisation) - DIGO;
- i. APS Level 4/5-6 (Physiotherapists) - JHC;
- j. APS Level 5-6 (Air Traffic Control) - Air Force; and
- k. APS Level 2-3 (ATS Technical) - DMO.

B2.7 This agreement introduces a new Defence-wide broadband of APS Level 1-6 (Trainee Advancement) at paragraph G6.4.

B3 Attraction and retention

B3.1 Defence will consult on improving understanding of what attracts and retains employees with the right skills. It will report to the NWRC and engage in direct employee consultation on these improvements and implement appropriate strategies, including:

- a. benchmarking the Defence employment offer with national and regional organisations;
- b. understanding supply and demand characteristics for critical employment areas through improved APS workforce planning;
- c. exploring strategies to retain employees, particularly for identified critical skill areas, with regard to attitude and exit surveys;
- d. targeted upskilling of employees through improved identification of training and professional development needs via the performance exchange and business skilling arrangements;

- e. encouraging supervisors and employees to make use of flexible working arrangements, such as part-time work, job sharing and home-based work, for the purpose of assisting employees to balance their responsibilities to Defence with those of their private lives in order to retain employees with valuable skills and experience; and
- f. providing additional support to employees in occupational disciplines that are significant to Defence capability.

B3.2 Details on the operation of Defence's flexible working arrangements can be found in Part F – Balancing Life and the Workplace.

B3.3 Defence will maintain an APS workforce that is primarily comprised of ongoing employees. Non-ongoing employees are not to be engaged where the nature of the work is, or has become, ongoing or where no specific duration or task can be defined.

B3.4 Merit is the sole basis for selection, and all employment decisions are to be based on merit.

B4 Future workforce demands

B4.1 Defence recognises the changing environment in which it operates and the need to have the appropriate level of preparedness to consistently deliver current and future capability. The attraction, development and retention of appropriately skilled employees is central to meeting this objective.

B4.2 Defence has a continuing focus on combating internal and national skill shortages, maximising workforce participation and growing skill sets for the future. Particular emphasis will be placed on attracting, developing and retaining employees from three groups:

- a. **critical employment categories** – as determined through Defence's workforce planning activities;
- b. **the ageing workforce** – those employees at or approaching retirement age; and
- c. **entry-level employees** – employees commencing employment with Defence either through training classifications or through general entry into lower APS classification levels.

B4.3 Defence will aim to have the equivalent of one per cent of its APS workforce within entry-level training. Regardless, it will maintain an average of 200 full-time employees, or their equivalent, within training classifications per annum over the term of this Agreement.

B4.4 The NWRC will be provided with reports on developments related to workforce planning and the occupancy of training classifications, including statistical reports.

B4.5 The proportion of graduate to non-graduate training positions stood at 77.5 per cent in the 2007/8 financial year. The NWRC will consider how the available entry-level training positions might be best managed and distributed between the two employment streams identified within Part 1 of the Defence Classification Manual and between occupational categories. It will pay particular attention to occupational disciplines declared under Section G5 and to the potential for further growth in the number of non-graduate training positions, inclusive of APS cadets (excluding research science), administrative trainees, technical trainees and trade apprentices.

B5 Mature Age Workforce

B5.1 Defence recognises the knowledge and experience of, and the contribution made to Defence capability by, employees at or nearing their retirement age. The provision of flexible working arrangements to these employees to assist with balancing phased retirement with the transfer of knowledge to other employees is encouraged.

B5.2 Defence will:

- a. encourage Groups to retain older employees, particularly employees with identified critical skills, significant knowledge or experience;
- b. encourage supervisors and employees to make use of flexible leave and working arrangements, such as part-time work, job sharing and home based work; and
- c. provide assistance, when appropriate, to employees preparing for retirement through:
 - i. access to superannuation seminars where such seminars have been discussed, agreed and

recorded on the employee's performance agreement; and

- ii. the Building Defence Capability Payment.

B5.3 Defence will consult with employee representatives regarding the implementation of Transition to Retirement provisions, should they become available to members of the defined benefit Commonwealth superannuation schemes.

Part C – Managing Organisational Change

Principle

Defence will improve its efficiency and effectiveness through continuous performance improvement processes. Through the Defence Organisational Change Framework, Defence is committed to maximising the opportunities for reassignment and redeployment to retain the skills and knowledge of employees who do not have an ongoing job as a result of workplace change.

Groups and employees have a shared responsibility to participate in consultation during planning and implementation of organisational change and during the reassignment/redeployment/retrenchment process.

C1 Organisational change framework

C1.1 Defence's organisational change management framework has three broad and overlapping elements: Planning, Consultation, and Implementation.

C1.2 **Planning.** In recognition of the impact on affected employees, where organisational and/or structural change is contemplated that is likely to result in employees not having an ongoing job in a new structure, the initiating Group is to develop a comprehensive proposal/business case, which is to cover:

- a. the requirements for change;
- b. all reasonable options to improve business performance;
- c. a recommendation on the most effective and efficient option for business improvement;
- d. the likely impact of organisational change on employees and options to facilitate comprehensive support from the earliest stage; and
- e. an assessment to determine whether the organisational change process can be managed within the Group and whether affected employees are likely to be successfully reassigned within the Group.

C1.3 Where an assessment under paragraph C1.2(e) finds that the Group is unlikely to be able to manage the process internally or through informal processes with other Groups, Defence may establish processes at the Departmental or inter-Group level to facilitate reassignment between Groups in accordance with paragraph C2.5.

C1.4 The Secretary may approve the proposal/business case. The change proposed in the business case must not be implemented without the Secretary's approval.

C1.5 **Consultation.** Employees and their representatives are to be consulted in accordance with Section A4. The NWRC is the standing forum for advice and consultation on organisational change that affects employees in their employment.

C1.6 **Implementation.** Support is to be provided to employees affected by the change. This support takes two forms:

- a. Assistance to all employees affected by the change to support the transition to the new organisational structure and adjusting to the change; and
- b. Individual and targeted support to those employees who do not have an ongoing job in the new organisational structure by way of:
 - i. Assistance in reassignment (and redeployment for excess employees);
 - ii. Information, training and other support as detailed in Section C3; and
 - iii. Work trials (as appropriate).

C1.7 The support provided to employees is to be outlined in a Staff Transition Plan developed by the Change Manager in consultation with affected employees and their representatives. The Change Manager is to be nominated by the Secretary.

C1.8 The Secretary may approve the Staff Transition Plan. The Staff Transition Plan must not be implemented without the approval of the Secretary.

C1.9 **Staff Transition Plan.** The Staff Transition Plan should be a 'living document' which is issued as early as possible in the change process, then progressively updated and re-approved as additional information becomes available.

C1.10 A Staff Transition Plan must include:

- a. the principles for managing employees during the change management program;
- b. the communication and consultation plan to be implemented during the change management program, including opportunities for individual dialogue;
- c. the roles and responsibilities of individuals tasked with action within the plan;
- d. sequence and timeframe of arrangements for managing the transition of employees from existing to new organisational structures;
- e. a detailed description of the support to be provided to affected employees, including case management services and the points in the process when these services are likely to become available once the staff transition plan has been approved; and
- f. whether and how other Groups will be consulted for assistance with reassignment options.

C1.11 Where the change affects only a small number of employees the amount of detail required in any plans would be commensurate.

C2 Assistance in Reassignment (and Redeployment for Excess Employees)

C2.1 Subject to paragraph C1.3, each Group is responsible for reassigning elsewhere within the Group any employees without ongoing jobs in the new organisational structure. This requires that, prior to taking any recruitment action for a vacant position, the Group must consider:

- a. such employees for any vacant position to which they might reasonably be assigned; and
- b. the likelihood that training and coaching will increase the probability of such employees successfully transitioning to a new position.

C2.2 Where the number of employees at a given classification affected by the organisational change exceeds the number of positions at that classification in the new organisation, a fair and transparent process must be used to determine which of those employees are most suitable for reassignment to the vacant positions.

C2.3 The Change Manager must maintain detailed case management records for each employee without an ongoing job in the new structure, including attempts to reassign and/or redeploy, and the reasons why each of these has been unsuccessful.

C2.4 Each Group is responsible for ensuring that an employee without an ongoing job in the new organisational structure is assigned meaningful duties, commensurate with their skills and experience, and the relevant Work Level Standard, until ongoing reassignment or redeployment occurs or the employee is retrenched.

C2.5 Subject to paragraph C1.3, where the assessment determines during the development of the comprehensive proposal/business case or the implementation of an organisational change that an employee without a role in the new organisation is unlikely to be reassigned within their own Group, the Group Head of the affected employee may recommend to the Secretary that other Groups formally consider the employee for reassignment. The Secretary may accept that recommendation, in which case paragraphs C2.1 and C2.2 apply to those other Groups. Such recommendations are limited to situations where minimal opportunities exist for reassignment within the Group, affecting, for example, employees who:

- a. are subject to large scale changes affecting many employees;
- b. have very specialised skills;
- c. are in a location where the Group has a relatively small number of APS positions; or
- d. are part of a large group of affected employees at the same classification level.

C2.6 The period of consideration for inter-Group reassignment would generally be three months, subject to the particular circumstances of each case. The Secretary may extend this period taking into account a report on progress and the results of a review to determine the likelihood of successful reassignment. Where the employee is unsuccessful in being reassigned to vacancies in these other Groups, the relevant Group Heads are to provide reasons to the Secretary for not reassigning the employee.

C2.7 Employees have responsibility for their own career management and are to actively participate in reassignment and redeployment processes. They are to continue to participate in the Performance Feedback Assessment and Development Scheme (PFADS).

C2.8 Where an employee affected by organisational change who does not have a job in the new organisational structure elects to be reassigned duties at a lower classification level, their income is to be maintained at their previous substantive level for a period of 12 months, consistent with the provisions for excess employees outlined at paragraph C6.5.

C3 Training and support for employees affected by change

C3.1 Employees identified in a Staff Transition Plan who do not have an ongoing job in the new organisational structure are to be provided with training, support and entitlements including:

- a. training to upgrade or gain skills and qualifications to enhance reassignment, redeployment and/or re-employment prospects as applicable; and
- b. individual financial counselling where an employee has been provided with a financial estimate of a voluntary retrenchment package.

C3.2 In normal circumstances training and support will be provided up to a maximum of \$3,000, inclusive of up to \$500 for individual financial counselling. Having regard to the cost and effectiveness of the initial training provided, the Secretary may approve additional funding where this will enhance reassignment, redeployment or re-employment, particularly where suitable options within Defence are limited.

C4 Excess status

C4.1 The Secretary may approve the nomination of an Excess Coordinator in each Group to oversee the excess process within the Group. Having regard to the Staff Transition Plan and efforts made to reassign an employee who does not have a role in the new organisation, the nominated Group Excess Coordinator may recommend to the Secretary that the employee be declared excess to Defence's requirements.

C4.2 The nominated Group Excess Coordinator must take the following relevant factors into consideration prior to recommending to the Secretary that an employee be declared excess to Defence's requirements:

- a. the individual circumstances of the employee;
- b. whether the Staff Transition Plan has been implemented correctly;
- c. what action has been taken to ensure all opportunities to reassign the employee have been explored (see paragraph C2.3), including but not limited to:
 - (i) employee participation in the reassignment process;
 - (ii) Group efforts to reassign, including documentation on suitable vacancies, and reasons why reassignment has been unsuccessful to date;
 - (iii) training, information and support provided to the employee; and
 - (iv) any inter-Group reassignment action taken consistent with Section C2.
- d. the likelihood of the employee being reassigned to an ongoing position within the Group;
- e. whether the employee is interested in voluntary retrenchment and what their preferred timeframe would be; and
- f. the employee may provide a written statement to accompany the recommendation to the Secretary. Any written statement must be drawn to the Secretary's attention by the nominated Excess Coordinator when recommending that an employee be declared excess to Defence's requirements.

C4.3 The Secretary may notify an employee in writing of the proposal to declare the employee excess to Defence's requirements. The employee has seven days from the date of the notification to raise any issues of concern relating the proposed declaration. Where concerns are raised within the seven day period, the

Secretary is to consider those issues and such consideration may serve to delay the proposed date of the excess declaration. The employee may choose to reduce the notification period.

C4.4 At the end of the notification period the Secretary may declare an employee excess, having regard to:

- a. the recommendation of the Group Excess Coordinator (C4.2);
- b. any statement made by the employee (C4.3); and
- c. the likelihood of the employee being able to be reassigned elsewhere within Defence.

C4.5 The employee is to be advised in writing, for the purposes of section 29 of the PS Act, that they are excess to Defence's requirement, and that from the date of the declaration they commence a period of retention in employment.

C5 Retention period

C5.1 An employee commences a seven month period of retention in employment from the date of being declared excess to Defence's requirements. The seven month retention period will be reduced by an amount equivalent to the employee's National Employment Standards minimum redundancy pay period entitlement where the employee declines or does not respond to an offer of voluntary retrenchment made under C7.

C5.2 The retention period may be extended for no more than three months, by any personal leave for personal illness or injury granted during the retention period where:

- a. the approved absence is more than 10 working days; and
- b. is supported by medical certification or other appropriate supporting material.

C5.3 The retention period may also be extended for a fixed period at the discretion of the Secretary.

C6 Redeployment

C6.1 Excess employees who have not expressed an interest in voluntary retrenchment are to be provided with redeployment assistance.

C6.2 **Training and support for excess employees.** Excess employees continue to receive training and support under Section C3. During the retention period, the focus will be to enhance excess employees' redeployment prospects.

C6.3 **Consideration in isolation for vacant positions.** Excess employees are to be considered in advance of, and in isolation from, other applicants for substantively vacant ongoing Defence APS positions at their own level (or at a lower level) for which they apply or are referred.

C6.4 To be found suitable for a vacancy, excess employees need only demonstrate that, with training, they would be able to satisfactorily perform the duties of the position within a period of three to six months.

C6.5 **Income maintenance.** The salary level of an excess employee is to be maintained for 12 months from the date of their excess declaration while they remain in Defence APS employment. An employee who has been in receipt of income higher than their substantive level for a continuous period of at least 12 months immediately preceding the date of excess declaration, and could reasonably have expected to continue receiving the higher income but for their excess declaration, is to have their income maintained at the higher level for the duration of the 12 month period.

C6.6 **Notification of being redeployed.** Where an excess employee is redeployed, the Secretary is to advise the employee that their excess status has ended.

C7 Voluntary retrenchment

C7.1 The Secretary must offer a voluntary retrenchment to an excess employee within 12 weeks from the date of the excess declaration, and may do so at any time during this 12 week period. The Secretary may defer the offer where redeployment outcomes have been delayed.

C7.2 Once an offer is made the employee has fourteen days to respond.

C7.3 If they choose to accept the offer, an employee is to nominate a date of retrenchment normally between 14 days and 28 days from the date of the offer. The employee may nominate a date within 14 days of the offer, where the Secretary agrees. Where the employee accepts the offer of voluntary retrenchment, the Secretary is to formally notify the employee that their employment is terminated under section 29 of the PS Act on the grounds that the employee is excess to the requirements of Defence.

C7.4 If the excess employee either declines, or does not respond to, the offer of voluntary retrenchment within 14 days from the date of the offer, the retention period continues but is reduced by an amount equivalent to the employee's National Employment Standards minimum redundancy pay period entitlement. No further offer of voluntary retrenchment will be made to the employee.

C7.5 The Secretary reserves the right to withdraw an offer of voluntary retrenchment, either with or without the employee's consent, at any time prior to its formal acceptance by the employee. Withdrawal of the offer is not to be construed as an offer declined by the employee.

C7.6 **Composition of a voluntary retrenchment package.** A voluntary retrenchment package comprises:

- a. severance benefit (comprising two weeks' salary for each completed year of continuous service for severance pay purposes, plus a pro rata payment of subsequent months of service, with a minimum of four weeks' salary and a maximum of 48 weeks) subject to the minimum amount the employee is entitled to under the National Employment Standards;
- b. payment in lieu of notice (either four weeks' salary, or five weeks if the employee is over 45 years of age and has at least five years' continuous service);
- c. payment in lieu of long service leave (for employees with a minimum of one year's service) and annual leave credits;
- d. a special benefit equal to four weeks' salary if the employee's employment is terminated within 28 days of the date of the offer of a voluntary retrenchment; and
- e. the employee's superannuation entitlements.

C7.7 Salary and service for the purposes of calculating a severance benefit is detailed in ANNEX G.

C8 Involuntary retrenchment

C8.1 Excess employees not permanently redeployed by the end of their retention period, as reduced by the employee's minimum redundancy pay period entitlement under the National Employment Standards, may be involuntarily retrenched by having their employment terminated by the Secretary under section 29 of the PS Act on the grounds that the employee is excess to the requirements of Defence. Involuntary retrenchment is not to occur unless an offer of voluntary retrenchment has been made in accordance with Section C7.

C8.2 Excess employees are to be provided with written notice of the intention to terminate their employment four weeks prior to the end of their retention period, or five weeks prior to the end of their retention period where employees are 45 years of age or older with at least five years' continuous APS service.

C8.3 An involuntarily retrenched employee is entitled to:

- a. payment in lieu of annual leave and long service leave;
- b. available superannuation entitlements; and
- c. the minimum redundancy pay period entitlement under the National Employment Standards.

C8.4 An involuntarily retrenched employee is not entitled to the severance benefit or special benefit components of the voluntary retrenchment package detailed at paragraph C7.6.

C8.5 Where an excess employee agrees, the Secretary may terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to the requirements of Defence, and pay the balance of the employee's salary entitlement for the retention period as a lump sum, if:

- a. the employee has been invited to accept and has declined or not responded to an offer of voluntary retrenchment; and
- b. the Secretary is satisfied that there is insufficient productive work available for the employee in the Department for the remainder of the employee's retention period.

C8.6 The retention period under C8.5 will take account of any reduction as a result of an employee's decision under C7.

C8.7 Any lump sum payment under paragraph C8.5

- a. will be taken to include payment in lieu of notice of termination; and
- b. is not to exceed the level of payment the employee would have received as a severance benefit had they accepted the offer of voluntary retrenchment.

C9 Excess employees from other APS agencies

C9.1 Subject to the provisions of the PS Act, APS employees declared excess by other agencies may be considered for movement to ongoing Defence vacancies on the basis that:

- a. consideration for a vacancy is in isolation after excess Defence employees but before open competition; and
- b. the employee can demonstrate that they will be able to satisfactorily perform the duties of the position within three months.

C9.2 Operational requirements or staffing circumstances may at any time limit the number of excess APS employees from other agencies able to be considered under this provision.

C10 Application of this Part

C10.1 The provisions of this Part apply to ongoing employees, other than employees who are on probation.

C10.2 These provisions apply to individual position changes, and changes affecting groups of employees that are likely to result in employees not having an ongoing job in a new structure.

Part D – Performance

Principle

Defence recognises that employees do better when they:

- a. have interesting, meaningful and challenging work;*
- b. have the resources and elbow room needed to meet those challenges;*
- c. are clear about what needs to be done and how it will support Defence outcomes;*
- d. have the skills and knowledge to do their jobs;*
- e. have the opportunity to discuss priorities and workload;*
- f. take part in regular and honest dialogue about their performance;*
- g. know that innovation and better ways of doing things will be supported; and*
- h. know that good performance will be recognised and rewarded.*

D1 Performance Feedback Assessment and Development Scheme

D1.1 **Overview.** The performance management scheme in Defence is known as the Performance Feedback Assessment and Development Scheme (PFADS).

Application and relevance

D1.2 All employees are required to participate in PFADS. Participation in this scheme constitutes:

- a. taking part in performance exchanges, and actively developing and putting in place a performance agreement in accordance with paragraph D2.1; and
- b. for employees who are also supervisors, conducting performance exchanges with each of their employees, and developing and putting in place a performance agreement in accordance with paragraph D2.1.

D1.3 Employees who refuse to participate in PFADS are not eligible to receive performance progression or the pay rises listed at paragraph G2.1. Refusal to participate in PFADS may also constitute a breach of the APS Values and Code of Conduct.

D1.4 **Application to ADF supervisors.** The requirement for ADF supervisors of APS employees to participate in PFADS is a lawful general order for the purposes of the *Defence Force Discipline Act 1982*. ADF supervisors are to conduct performance exchanges with each of their APS employees, develop performance agreements, and provide ongoing monitoring and feedback in accordance with this Agreement.

D2 Core elements of PFADS

D2.1 The core elements of PFADS include the performance exchange, performance agreement, ongoing monitoring and feedback, and recognising performance, the requirements for which are detailed in Table D1.

Table D1: Core elements of PFADS

Event	Details
<p>Performance exchange</p>	<p>The performance exchange is a formal meeting undertaken at least twice each year between the first-level supervisor and employee in which they:</p> <p><u>Evaluation</u></p> <ol style="list-style-type: none"> (1) give and receive two-way feedback on performance and behaviour exhibited during the performance cycle, including self-assessment by the employee and feedback from the first-level supervisor; (2) assess the achievement of results (or progress towards achieving results) against the Key Expected Results (KERs) set for the performance cycle; (3) in keeping with paragraph E3.3, evaluate and assess whether training and career development activities undertaken during the performance cycle met their intended purpose; (4) evaluate whether the Work Arrangements as planned (see point (8) below) were suitable, and whether planned leave (see point (9) below) was taken; <p><u>Planning</u></p> <ol style="list-style-type: none"> (5) discuss and identify the KERs to be set for the forthcoming performance cycle (or reviewed/updated for the remainder of the performance cycle) including the time needed to complete the task, whether of high or low priority and any non-essential tasks that may have to wait or not get done, taking into account reasonable working hours and any peaks and troughs in workload cycle; (6) discuss standards of behaviour expected; (7) discuss skilling requirements, learning needs, training and career development activities and future development opportunities that support the employee's current duties and career aspirations; (8) discuss Work Arrangements as outlined in Part F of this Agreement, such as patterns of attendance, reasonable working hours, local work arrangements, Executive Level working arrangements, travel requirements, flextime or time off in lieu arrangements and flexible work options, including parental or caring responsibilities where these may impact on Work Arrangements; (9) discuss leave plans, including all planned leave such as annual leave, long service leave and Defence Reserve service commitments, as well as (where relevant) plans to reduce any excessive annual leave balance or any intention to purchase additional annual leave; and (10) formulate a performance agreement for the next performance cycle or review/update the existing agreement for the remainder of the performance cycle.
<p>Performance agreement</p>	<p>A record of what was discussed and agreed during the performance exchange which includes:</p> <ol style="list-style-type: none"> (1) the KERs set or updated for the next performance period (i.e. whole or part of the performance cycle); (2) prioritisation of high, low and non-essential tasks, including timeframes for completion of tasks; (3) standards of behaviour expected; (4) as required by paragraph E3.3, identification and appropriate resourcing of the training and career development activities that support employee's current duties and career aspirations; (5) details of Work Arrangements agreed (see performance exchange point (8) above); (6) details of leave plans agreed (see performance exchange point (9) above); (7) other matters that may impact on business outcomes such as study, a graduated return to work program or outside work; and (8) other matters that may impact on the achievement of goals set.
<p>Ongoing monitoring and feedback</p>	<p>The employee and their first-level supervisor are to regularly monitor, review and update the performance agreement to reflect changes in circumstances and priorities. To this end, supervisors and employees must regularly engage in comprehensive, timely and honest feedback.</p>

Event	Details
Recognising Performance	<p>Good performance may be recognised through informal verbal or written communication, including:</p> <ul style="list-style-type: none"> (1) performance progression as outlined in Section D6; (2) Group Head acknowledgement of performance rated as Outstanding; and/or (3) an award made under Section D9.

D2.2 **Performance cycle.** The performance cycle in PFADS runs from 1 September to 31 August each year. The timing of key events in the performance cycle is detailed in Table D2.

Table D2: Key events in the performance cycle

Month	Key Event	Action
1 September	New cycle	New performance agreement put in place.
September	Ongoing monitoring and feedback	Regular informal feedback provided to employees. Employees encouraged to seek and provide regular feedback.
October		Additional performance exchanges conducted where circumstances change, such as: <ul style="list-style-type: none"> • instances of poor performance are identified; • an employee or supervisor commences/leaves a job; • Additional Responsibility Pay commences or ceases; • there is significant change to KERs due to, for example, changed business plans or Group priorities; • something impacts on the achievement of KERs; • personal circumstances change; and/or • the supervisor or employee wish to discuss performance or other matters relating to the workplace.
November		
December		
January		
February	Mid-cycle review <i>(to be concluded by 28 February each year)</i>	
March	Ongoing monitoring and feedback.	Regular informal feedback provided to employees.
April		Employees encouraged to seek and provide regular feedback.
May		Additional performance exchanges conducted where circumstances change, as listed above.
June		
July		
August	End-cycle exchange <i>(to be concluded by 31 August each year)</i>	Performance exchange undertaken for all employees at the conclusion of the performance cycle. Key elements of this exchange include: <ul style="list-style-type: none"> • self-assessment by employee against KERs. • performance feedback to employee by the first-level supervisor on achievement of KERs. • training and career development requirements, Work Arrangements, leave plans, etc, reviewed. • evaluation of training undertaken. • End-cycle performance rating recommendation by first-level supervisor. • new performance agreement established for next cycle. Key actions to be undertaken resulting from the end-cycle exchange include: <ul style="list-style-type: none"> • employee given the opportunity to comment on the assessment of their performance and recommended performance rating prior to the rating being determined. • End-cycle performance rating determined by second-level supervisor. • Performance Improvement Plan (PIP) established, where not already commenced, for employees rated Partially Effective. • Performance Evaluation Process (PEP) established, where not already commenced, for employees rated Not Effective.

Month	Key Event	Action
	Performance progression decision	All eligibility criteria (see paragraph D6.5) must be met for progression to be paid. Progression eligibility assessment and recommendation made by first-level supervisor. Progression eligibility determined by second-level supervisor. For employees rated as Partially Effective, the progression decision is to be deferred for six months to the following February, unless denied due to other criteria in D6.5 not being met. For employees rated as Not Effective, progression is to be denied.
1 September	New cycle	New performance agreement put in place.
	Deferred progression decision	Decision is to be finalised at the end of the deferral period in February. The August end-cycle exchange process is to be followed.

D3 Responsibilities for managing performance

D3.1 **Shared responsibilities.** Managing performance is the shared responsibility of employees and their supervisors.

D3.2 **First-level supervisor.** A first-level supervisor is the person to whom an employee reports and seeks guidance and feedback.

D3.3 **Second-level supervisor.** An employee's second-level supervisor is usually the person who supervises their first-level supervisor. Second-level supervisors are aligned in the business group/work unit and are responsible for some of the business outcomes to which their employees' KERs contribute.

D3.4 The responsibilities that are shared between employees, first-level supervisors and second-level supervisors are detailed in Table D3.

Table D3: Shared responsibilities for managing performance

Responsibility	Who is responsible?		
	Employee	First-level Supervisor	Second-level Supervisor
Participate fully in the performance exchange.	✓	✓	~
Ensure compulsory performance exchanges occur at least twice per year – February mid-cycle review and August end-cycle exchange.	✓	✓	✓
Develop a performance agreement that aligns with team/section goals and business plans within the Group.	✓	✓	✓
Have a current performance agreement with current supervisor.	✓	✓	✓
Use performance exchange to discuss skilling requirements, learning needs, training and career development activities, and development opportunities that support current duties and career aspirations.	✓	✓	~
Ensure career development opportunities are maximised, resourced and facilitated.	~	✓	✓
Use the performance exchange to discuss and agree Work Arrangements and leave plans.	✓	✓	~
Approve performance agreements where: <ul style="list-style-type: none"> the requirements of Table D1 are met; and the training and career development activities identified are resourced. 	~	~	✓
Actively and consistently work towards achieving KERs, including mandated KERs.	✓	✓	~
Monitor performance against the agreed KERs on the performance agreement.	✓	✓	✓ <i>In a support role</i>
Provide the employee with timely, honest and appropriate feedback about the standard of work performance.	~	✓	~
Notify any circumstances which may impact on attendance or work performance.	✓	✓	✓
Identify and address lapses in performance promptly and effectively.	✓	✓	✓ <i>In a support role</i>

Responsibility	Who is responsible?		
	Employee	First-level Supervisor	Second-level Supervisor
Assess own performance at the mid-cycle review (progress) and end-cycle exchange (results).	✓	~	~
Make a performance assessment and recommend a performance rating, and provide the opportunity for the employee to comment on the assessment and recommendation.	~	✓	~
Determine the performance rating in accordance with paragraph D5.4 having regard to the considerations in paragraph D5.3.	~	~	✓
Where an Outstanding performance rating is determined, notify the Group Head in accordance with paragraph D5.6.	~	~	✓

D3.5 Where circumstances exist to prevent the second-level supervisor from participating in PFADS, an alternative second-level supervisor is to be used. This alternative second-level supervisor must be aligned in terms of the business group or work unit, and have responsibility for some of the business outcomes to which the employee's KERs contribute.

D3.6 **Access to performance agreements.** Performance agreements are an essential contributor to business planning. Accordingly, KERs, learning needs, leave plans and Work Arrangements are to be made available within the employee's Group for business planning purposes unless classified for security purposes.

D3.7 **Access to performance assessments.** Performance assessments and ratings, and learning evaluation notes are staff-in-confidence. They are only available to line supervisors of the employee, unless also required for normal administrative purposes to manage the employee in accordance with Defence policies. To inform the end-cycle performance exchange, previous supervisors are to make performance assessments relating to the current performance cycle available to the employee's new supervisor. The employee may decide whether to use the performance assessment for any other purpose, for example, providing it to a selection assessment panel.

D4 Key Expected Results (KERs)

D4.1 Key Expected Results (KERs) set out the results that are to be achieved during the performance cycle and the standard to which they are to be achieved. They are to be:

- a. agreed between the employee and their first-level supervisor;
- b. appropriate for the employee's classification level in accordance with the Work Level Standards and Defence Leadership Framework;
- c. consistent with team, Group and Defence goals, priorities and constraints;
- d. measurable by way of, for example, timeframes, quality, quantity or cost targets;
- e. prioritised as being of high or low priority, noting any non-essential tasks that may have to wait or not get done;
- f. sufficiently challenging and rewarding;
- g. realistic and achievable, given the available resources; and
- h. balanced with the needs of the employee in terms of experience, skilling, Work Arrangements and planned leave.

Mandated KERs

D4.2 There are a number of mandated KERs which must be included in performance agreements. A KER that addresses Defence values, the APS Values, expected behaviour and Defence's Mutual Responsibilities is mandated for all employees.

D4.3 Groups may require their employees to use Group KERs to support alignment and prioritisation to Group outcomes.

D4.4 Employees who are also supervisors are to have a mandated KER that addresses supervisory proficiencies, including effective performance management, training and career development, absence management, security, and Occupational Health and Safety responsibilities.

D4.5 Employees who are at the Executive Level are to have a mandated KER that addresses leadership proficiencies, including strategic thinking, communication, personal drive and integrity, cultivating working relationships, skilling and resourcing the workforce, security, and Occupational Health and Safety responsibilities.

D5 Performance Assessment and Performance Rating

Principle

D5.1 Performance is to be objectively and fairly assessed against KERs. This assessment is to follow, and be consistent with, the provision of honest, timely and comprehensive feedback, such that Fully Effective, Superior and Outstanding performance is recognised, lapses in performance are identified and managed appropriately, and poor performance is managed.

D5.2 Performance assessment is made against the KERs contained in the employee's performance agreement.

D5.3 Following the end-cycle exchange, second-level supervisors are to determine for each of their employees a performance rating using the rating scale in paragraph D5.4, having regard to:

- a. the employee's self-assessment;
- b. the performance assessment and recommended performance rating made by the first-level supervisor;
- c. any comments made by the employee on the recommended performance rating; and
- d. the merits of the case.

D5.4 **Rating scale.** Performance is assessed using a five point rating scale:

- a. Outstanding;
- b. Superior;
- c. Fully Effective;
- d. Partially Effective; and
- e. Not Effective.

D5.5 Descriptions of the rating scale are located at ANNEX A to this Agreement. A rating of Not Effective is only to be determined in consultation with a Performance Delegate under paragraph D7.7.

D5.6 **Outstanding rating.** Where the second-level supervisor determines a performance rating of Outstanding, the matter is to be forwarded to the Group Head, or their nominated representative/s, for acknowledgement of the achievement.

D5.7 **Poor performance.** It is essential that the second-level supervisor support the first-level supervisor in addressing poor performance promptly and effectively in accordance with the provisions in Section D7.

D5.8 **Decision different to recommendation.** Where the second-level supervisor determines a performance rating that is different to that recommended by the first-level supervisor, the second-level supervisor must discuss their reasons for the decision with the first-level supervisor, and then advise the employee of the decision and the reasons for it as per the procedural fairness provisions in paragraph A2.2.

D6 Performance Progression

D6.1 Performance progression is a payment that relates to an employee's substantive salary in recognition of sustained good performance and behaviour over the performance cycle. All employees are to be considered for performance progression, except where the employee is an excluded employee (see paragraph D6.16) or where the employee has refused to participate in PFADS (see paragraph D6.17).

D6.2 **Payment rate.** Employees who satisfy the eligibility criteria for performance progression in paragraph D6.5 are paid **one** of the following amounts:

- a. Where the employee is still moving through their salary range, payment is a 3.8% increase to their substantive salary. The increase in salary may be less than 3.8% (but greater than 1.0%) in the year

the employee reaches the top of their salary range. Performance progression cannot be used to increase an employee's salary beyond their salary range.

- b. Where the employee is within 1.0% of the top of their salary range, their substantive salary is increased to the top of their salary range, in addition to the payment of a partial lump sum to bring the total overall payment to 1.0%, subject to a minimum overall payment of \$665.
- c. Where the employee is at the top of their salary range, or is on a retained pay point, payment is a lump sum of 1.0%, subject to a minimum payment of \$665.

D6.3 Payment rate for APS Level 3 – Executive Level 1 (Legal 1). The Secretary may determine an alternative rate of performance progression to be applied to employees classified as APS Level 3-Executive Level 1 (Legal 1).

D6.4 Date of effect for payment. For the performance cycle ending on 30 September 2009, the performance progression date of effect is 12 November 2009 unless otherwise determined by the Secretary. From 2010, performance progression is paid with effect from the last payday in September each year. For example:

- a. For the performance cycle ending on 31 August 2010, the progression date of effect is 30 September 2010.
- b. For the performance cycle ending on 31 August 2011, the progression date of effect is 29 September 2011.

D6.5 Eligibility criteria. Employees are to satisfy **all** criteria during the current performance cycle to be eligible for performance progression. Where all the following criteria are met, performance progression must be paid:

- a. The employee has adhered to the Defence values, the APS Values, Defence's Mutual Responsibilities and upheld the APS Code of Conduct.
- b. The employee has an end-cycle performance rating of Fully Effective, Superior or Outstanding.
- c. Subject to paragraph D6.6, the employee has undertaken duties at their substantive classification level for a minimum period of six months during the performance cycle. Undertaking Defence Reserve service on Defence Reserve leave is considered to be 'undertaking duties' for the purposes of satisfying this requirement.
- d. The employee has completed the mandatory awareness programs set out in Part A of this Agreement unless the second-level supervisor is satisfied that it was clearly unreasonable to expect the employee to have done so.

D6.6 Where the six month minimum period in sub-paragraph D6.5c is not met, the Secretary may determine that a lesser period is appropriate. Performance progression is not to be paid where the employee is absent for the entire performance cycle.

D6.7 Deferral of performance progression decision. A second-level supervisor must defer the progression decision by six months to the following February where the employee is rated as Partially Effective providing the remaining criteria in paragraph D6.5 are met. At the conclusion of the deferral period, the second-level supervisor is to approve the payment of progression with effect from the second payday after 28 February if the employee meets the eligibility criteria of paragraph D6.5. Any lump sum payable under paragraph D6.2 is halved. If the performance has **not improved** to the agreed standard during the deferral period and the second-level supervisor determines a further rating of Partially Effective, then performance progression is denied. Where the second-level supervisor determines (in consultation with a Performance Delegate who has been appointed under paragraph D7.7) a performance rating of Not Effective, then performance progression is denied.

D6.8 Denial. Where D6.7 does not apply and an employee has:

- a. failed to meet one or more of the progression eligibility criteria in paragraph D6.5; and/or
- b. received a performance rating of Not Effective,

the second-level supervisor must deny performance progression for the entirety of the performance cycle. For an employee found to have breached the APS Code of Conduct, the Conduct delegate, in considering a sanction under the PS Act, is to take into account any performance progression denied or to be denied due to behaviour related to the conduct breach.

D6.9 **Advice in writing.** Where an employee's performance progression has been deferred or denied, the employee must be advised in writing by the second-level supervisor of the decision, and the reasons for it, consistent with the procedural fairness provisions in paragraph A2.2.

D6.10 **Effect of performance rating.** The effect of each performance rating on performance progression is outlined in Table D4.

Table D4: Effect of performance rating on performance progression

Rating	Effect at end of performance cycle	Effect at end of deferral period
Outstanding, Superior or Fully Effective	Where not an excluded employee and all progression criteria met: <ul style="list-style-type: none"> Amount payable calculated in accordance with paragraph D6.2. Payment date of effect in accordance with paragraph D6.4 	Not applicable
Partially Effective	Performance progression decision deferred for six months to the following February (the deferral period). A Performance Improvement Plan (PIP) must be initiated where not already in place (refer to paragraph D7.5).	Performance re-assessed at end of deferral period. Where there is no improvement, progression is denied. Where a performance rating of Fully Effective (or higher) is determined and all other progression criteria are met, progression in accordance with D6.2 is paid with effect from the second payday after 28 February. Any lump sum payable at paragraph D6.2 is halved.
Not Effective	No progression payable. A Performance Evaluation Process (PEP) must be initiated where not already in place (refer to paragraph D7.7). The salary of Science and Technology (S&T) Level 8 employees may be regressed in accordance with paragraph D6.15.	Not applicable

D6.11 **Failure to report progression decision – default arrangement.** If a second-level supervisor fails to report on an employee's eligibility for performance progression by 21 September each year, the employee automatically becomes eligible for payment of progression from the date of effect. **Exception:** For 2009, second-level supervisors must report their decisions by 21 October 2009.

D6.12 **Qualification barrier.** An employee's salary cannot progress past a qualification barrier if the employee does not have the relevant qualification. If the employee does not have the relevant qualification, the employee may be eligible to receive a lump sum payment in accordance with paragraph D6.2

D6.13 **Broadband barrier.** Where a broadband contains a barrier, the conditions of the barrier must be met for an employee's salary to progress past the barrier. If the conditions are not met, the employee may be eligible to receive a lump sum payment in accordance with paragraph D6.2.

D6.14 **Reinstatement.** The Secretary may reinstate unpaid or deferred performance progression where the original deferral or non-payment decision is reviewed or remade, following a review in accordance with Section D8.

D6.15 **Regression.** The Secretary may regress the salary of an employee whose is Science and Technology Level 8 where they are rated as Not Effective. The salary may not be regressed below Science and Technology Level 7.

D6.16 **Excluded employees.** The following employees are not eligible to receive performance progression or a lump sum payment:

- a. apprentices, who are paid according to their length of service;
- b. cadets and trainees whose ordinary period of training is 12 months or less;

- c. employees classified as Graduate APS; or
- d. probationers who are not cadets or trainees.

D6.17 **Refusal to participate.** An employee who refuses to participate in PFADS is not to receive performance progression. The employee is not eligible to be considered for performance progression until the end of the next performance cycle, subject to the employee's participation in PFADS for a minimum of six months, so that their eligibility can be assessed against the requirements of paragraph D6.5.

D7 Improving poor performance

Principle

D7.1 Defence does not tolerate poor performance. First-level supervisors are to address poor performance as soon as practicable after it is identified and work with the affected employee(s) and the second-level supervisors to achieve the performance standards required.

D7.2 Defence will deal with underperformance consistent with the procedural fairness provisions of paragraph A2.2. These require that supervisors ensure that employees:

- a. know the standards of performance expected of them in the workplace;
- b. are provided with, and have the opportunity to comment on, any documentation relevant to their performance; and
- c. have the option for a person of their choice to be present to provide them with support during any formal performance counselling or assessment.

D7.3 These underperformance provisions are not to be used where:

- a. it is suspected that an employee's behaviour or actions may have breached the APS Code of Conduct; or
- b. it is reasonably expected, and a medical practitioner confirms, that an employee's physical or mental capacity may be the cause of their poor performance. In such cases the employee is to be referred for a medical assessment to determine their fitness for duty; or
- c. there is a genuine case that the services of an employee in a workplace affected by technological or other organisational change can no longer be used effectively. In such cases the provisions of Part C – Managing Organisational Change apply.

D7.4 **Performance counselling.** The end-cycle assessment is not the time to first be raising issues of poor performance with an employee. A lapse in performance is to be brought to the attention of the employee as soon as it occurs. As a first step, the supervisor is to establish whether there are factors that may be contributing to the lapse in performance and, in consultation with the employee, identify possible solutions to resolve those issues. Supervisors are to then work with the employee, through day to day monitoring and providing guidance and feedback to bring performance to the standard expected. Guidance and assistance for supervisors in conducting such counselling is available through their local or Group HR.

D7.5 **Performance Improvement Plan.** Where day to day monitoring and feedback does not improve performance, or an employee has been rated as Partially Effective at the end-cycle performance assessment, supervisors are to immediately contact a Performance Case Manager who will assist them to conduct a performance exchange and develop the required Performance Improvement Plan (PIP). The PIP is to be:

- a. a set of realistic and achievable expectations able to be assessed over a minimum period of four weeks;
- b. focused on the areas of the employee's performance that have been identified as in need of improvement; and
- c. actively supported by the second-level supervisor and, where appropriate, higher levels within the employee's supervisory line.

D7.6 Where as a result of the PIP the employee attains and sustains the standard of performance expected, they are eligible to be rated as Fully Effective (or higher) at the end cycle performance assessment. Where the PIP resulted from an end-cycle rating of Partially Effective, consideration of performance progression is deferred for six months until the mid-cycle review.

D7.7 Performance Evaluation Process. The Secretary may determine that a formal Performance Evaluation Process (PEP) should be initiated where an employee:

- a. refuses to participate in the PIP, or fails to attain and sustain fully effective performance during the PIP; or
- b. has been rated as Not Effective at the end-cycle performance assessment.

D7.8 The employee is to be advised, in writing, of the need for their performance to improve. The advice is to specify:

- a. the expected standard of work and behaviours;
- b. how the employee's performance does not meet those standards;
- c. the period of time over which the employee's performance will be assessed;
- d. the employee's rights consistent with paragraph D7.2 above; and
- e. a warning that if their performance does not improve, action may be taken consistent with paragraph D7.14 below.

D7.9 The PEP is to be aimed at enabling the employee to attain and sustain effective performance and is to include formal counselling and an assessment of the employee's performance over a period determined by the Secretary, but normally of not less than eight weeks. The Secretary may nominate an independent person from outside the employee's immediate work area to undertake the assessment. The second-level supervisor and, where appropriate, higher level line supervisors of the employee, are required to actively support the PEP process.

D7.10 Where as a result of the PEP the employee attains and sustains the standard of performance expected, they are eligible to be rated as Fully Effective (or higher) at the next end-cycle performance assessment.

D7.11 Extending the PIP or PEP. The PIP and PEP are aimed at dealing with performance issues by giving the employee both guidance and feedback, and a reasonable opportunity and period of time, to improve their performance. The timeframes associated with conducting the PIP or PEP:

- a. are not to be extended where an employee seeks to take annual or long service leave, unless that leave had been agreed and approved prior to the PIP or PEP process commencing;
- b. are not to be extended where an employee is absent on personal leave for five days or less;
- c. are to be extended where a personal leave absence is more than five days and is supported by medical evidence. In such cases the employee is to be referred for a medical assessment to determine their fitness for duty with a view to returning them to the workplace as soon as possible to complete the PIP or PEP;
- d. are not to be extended while an investigation into an alleged breach of the Code of Conduct is underway or anticipated; and
- e. are not necessarily to be extended if the employee submits a review of an APS action or dispute in regard to their performance. In such cases, efforts are to be directed at resolving the review of action or dispute within the performance assessment period.

D7.12 An employee is not normally to be released to other duties if undertaking a PIP or PEP. Selection panels are to make enquiries that satisfy them of any performance issues associated with a potential candidate. This does not mean that an employee cannot be moved or released to more suitable duties where as a result of performance counselling, or the conduct of a PIP or PEP, it is determined that this is the best outcome to address the employee's poor performance in their current role.

D7.13 Repeated poor performance. If within 12 months of completing a PIP or PEP, an employee's performance again falls below the agreed standard, the Secretary may determine that:

- a. a PEP be conducted over a period of normally not less than four weeks; or
- b. where satisfied that further performance assessment will not improve performance, take action consistent with paragraph D7.14 below.

D7.14. **Underperformance action.** Where as a result of the conduct of a PEP or after determining under paragraph D7.13(b) that further performance assessment is not appropriate, the Secretary is to write to the employee asking that, within seven days, they state reasons as to why one of the following actions should not be taken against them:

- a. termination of employment due to unsatisfactory performance; or
- b. reduction in classification; or
- c. reassignment of duties at their substantive classification.

Having considered the employee's statement, the Secretary may then issue to the employee a notice of termination or approve the reduction of classification or reassignment of the employee.

D7.15 **Early termination of employment with consent.** An employee who has been through a PEP process within the preceding 12 months may, with their consent, be terminated at any stage after receiving a further notice under paragraph D7.7 above. Where an employee agrees to have their employment terminated, they are entitled to payment of a lump sum of the minimum PEP period or the balance of the PEP period determined under paragraph D7.9 where the PEP has already commenced. The termination of employment notice periods under the FW Act will be deemed to run concurrently with the balance of the PEP period.

D8 Resolving performance disagreements

Principle

D8.1 Employees and their supervisors are to make all attempts to resolve disagreements at the lowest possible level. Defence is committed to the use of Alternative Dispute Resolution methods as the primary method to address disagreements arising from the Performance Feedback Assessment and Development Scheme.

D8.2 **Review rights.** Where an employee is dissatisfied with their performance rating or any action or decision taken in relation to this Part after discussing these concerns with their first-level supervisor, they should discuss their concerns with their second-level supervisor. If this does not provide resolution, employees are encouraged to use Alternative Dispute Resolution methods and/or any other dispute resolution method outlined in Section I4 of this Agreement.

D9 Performance incentives

Principle

D9.1 As an important part of improving job satisfaction, employee retention and workplace morale, Defence aims to foster an environment in which exemplary performance of both individuals and teams is recognised and celebrated.

D9.2 **Informal recognition.** Supervisors must recognise the efforts of employees by providing them with useful feedback describing what was done, how it contributed to team, Group or Defence goals, and genuinely thanking them for their achievements.

D9.3 **Formal recognition.** To augment the day to day recognition of the efforts of employees, exemplary performance and behaviour may be more formally recognised by way of:

- a. **Local schemes.** Groups are encouraged to establish local recognition schemes that better meet their business needs and the expectations and preferences of their employees. Local schemes can encompass various forms of employee and team reward, such as award ceremonies, publicity of achievements and small gifts of appreciation.
- b. **Group Productivity Award.** A Group Head may approve a Group Productivity Award to recognise extraordinary achievements of teams and individuals that have increased Defence productivity. Awards may be accompanied by a one off lump sum payment through salary or a gift in kind, with the total value of the award, inclusive of income tax or Fringe Benefits Tax, not to exceed 5% of substantive salary for an individual employee or \$2,000 for each member of a team. A Group Productivity Award that is paid as a lump sum is not counted as salary for allowance or superannuation purposes.
- c. **Defence awards and commendations.** Excellence and achievement can be recognised by way of the formal system of Defence awards and commendations administered by the Directorate of Honours and Awards. These include:
 - (i) Defence Commendations for Service;

- (ii) Defence Gold, Silver and Bronze Commendations;
- (iii) the Secretary's Award for Long Service;
- (iv) the Australia Day Medallion; and
- (v) the Australian System of Honours and Awards.

D9.4 **Costs.** Costs associated with formal recognition must be met from within Group budget allocations. Advice from the Defence Tax Management Office must be sought when awarding a gift under a local recognition scheme or Group Productivity Award as some awards may attract Fringe Benefits Tax.

Part E – Training, Education and Career Development

Principle

Defence's objective is to ensure that employees have the skills and knowledge to perform in their jobs, as well as opportunities to extend and further develop their careers, by providing skill-related career paths supported by a well-defined and resourced skilling strategy.

E1 Objectives

E1.1 The provisions of this part of the Agreement are designed to:

- a. Support the alignment of Defence's career development and talent management strategy with its business strategy;
- b. Support the development of tools which more accurately target training and address skills gaps and career development needs;
- c. Strengthen consistency in the development of skills across Defence locations, Groups and occupations by linking relevant competencies, job roles, career paths and the Defence Work Level Standards;
- d. Strengthen objectivity in career development decision making in the areas of recruitment, promotion, training and development and performance management;
- e. Move career development to a joint responsibility between Defence and the individual employee;
- f. Increase and refocus efforts to equip new supervisors with the skills necessary to manage and develop their subordinates;
- g. Identify employees with the potential to develop capabilities quickly in order to expand the pool of employees competitive for higher level roles;
- h. Provide options, in conjunction with Part B of this Agreement, to resolve identified skill shortages; and
- i. Support the Secretary's role as the employer of APS employees in Defence through consistency across Defence in training, education and career development.

E1.2 Accordingly, Defence will make available to employees:

- a. clear guidance on job and career-related skilling requirements;
- b. training and education opportunities to meet defined job requirements; and
- c. continuing education and career development opportunities, including but not limited to formal education and training, to enable employees to pursue a strong and satisfying career in Defence.

E2 The Defence APS Career Path Strategy

E2.1 Over the next ten years a large proportion of the APS workforce will be eligible to retire. This forecast turnover means that Defence must increase its efforts particularly to develop and manage the careers of its employees in critical technical capabilities. Defence must also build more broadly an expanded pool of employees at most levels for longer term leadership continuity and succession. Career management helps build organisational capability by developing a competitive internal field from which vacancies in leadership or specialist roles can be permanently filled, subject to open and competitive selection processes. APS career pathways will assist in the identification of appropriate feeder groups.

E2.2 Career management includes the design and implementation of processes that enable the careers of employees to be more planned and managed in a way that meets the needs of Defence and the preferences and capabilities of the individual employee.

E2.3 Defence will implement APS career pathways that will:

- a. Provide all APS employees with visibility of both Defence 'core skills' and specialist skills;
- b. Provide visibility of skills required to move across the organisation and also to move to a different level and/or role;
- c. Foster development of employees within APS feeder groups to equip them to be competitive for selection for higher level roles; and

- d. Enable employees to manage their own careers within the limits of Defence's needs and with adequate support and advice from the organisation.

E2.4 Defence has largely developed a core skilling framework for APS employees, which identifies the competencies, training and qualifications required of all Defence employees at defined stages of their careers, aligned with an integrated program of through-career learning and development.

E2.5 Complementary skilling frameworks for specialist career streams are also at various stages of development. These may include mandated requirements for essential competencies, training or, for a limited range of occupations, qualifications.

E2.6 The Defence Business Skilling Strategy enables consistent Defence-wide application of corporate business processes. Defence is continuing to develop the Business Skilling system to provide all employees with direction on the skills that they need to be able to use Defence business processes, and career development guidance for employees pursuing careers in a business domain (for example, the Finance domain and the Logistics domain). Defence will assist employees in all Defence Groups and locations to access the training they need in order to acquire those skills.

E3 Identifying learning needs

E3.1 Defence will define learning and development requirements and pathways for specific job functions and families, core skills for significant career milestones, and specialist technical or professional skills within specific career streams.

E3.2 It is a fundamental responsibility of every Defence manager and supervisor to develop the skills and capacities of the people for whom they are responsible. This includes planning for the costs and travel involved in employee development, as well as the time the employee will be absent from the workplace.

E3.3 Part D of this Agreement outlines Defence's performance management scheme. The identification, recording and evaluation of employees' training and career development activities are fundamental elements of this scheme. Employees and their supervisors are to use the performance exchanges and performance agreements that are part of the Defence performance management scheme to:

- a. identify and record against job requirements (and career aspirations, as appropriate), training and career development activities; and
- b. evaluate and assess whether the identified training and career development activities have met their intended purpose.

E3.4 Employees' performance agreements are to record:

- a. mandatory corporate awareness programs completed during the performance cycle (Table A2 refers);
- b. 'job role' training and/or development activities designed to sustain employees' abilities to perform in their job. This may include development activities in support of leadership and supervisory capabilities; and
- c. higher-level, longer-term education and career development activities.

E4 Alignment with the National Training Framework

E4.1 Defence will ensure to the maximum extent possible that training and career development programs are consistent with the National Training Framework, in order to:

- a. provide high-quality skills outcomes to increase and maintain individuals' productivity and employability;
- b. provide employees with the opportunity to gain nationally-recognised statements of attainment, qualifications or other forms of recognition that can support employees' mobility and advancement within their chosen career field;
- c. enable employees to have recognised and documented their existing competence through the recognition of prior learning; and
- d. improve the organisational capacity and productivity of Defence.

E4.2 Defence's program will therefore include:

- a. the use of nationally endorsed training packages, where these are available and appropriate to Defence's requirements;
- b. accredited vocational education and training not covered by training packages; and
- c. access to workplace assessment to ensure that Defence employees can have their competencies formally recognised and documented.

E5 General training and career development activities and support

E5.1 Training and career development activities pursued within the Defence APS Skilling Framework include but are not limited to:

- a. mandatory corporate training and awareness programs;
- b. accredited training or other educational activities designed to support the use of delegated powers, or job or role-specific training, development or education programs;
- c. access to Studybank for financial support and time release from work for employees undertaking approved courses of vocational training or higher education;
- d. workplace development activities, including projects designed to enable an employee to demonstrate their competence in the context of formal competency assessments;
- e. career development and leadership programs designed to extend and consolidate higher-level skills and leadership abilities;
- f. access to courses of vocational and higher education designed to deliver higher levels of specialist knowledge, competence and expertise both to Defence and to the employee;
- g. attendance at seminars on matters relevant to the employee's workplace, job, or career role;
- h. opportunities to observe or assist in higher-level workplace meetings, activities, and decision-making processes; or
- i. formal and informal coaching and mentoring

E5.2 Defence will support employees in their training and career development, having regard to operational requirements and the responsible use of Defence resources.

E5.3 Training needs, other than those geared to core corporate training and awareness, will vary in accordance with an employee's particular circumstances, including the employee's length of service, role, level and the amount of training and/or education previously completed. The time provided for training, education and career development activities should reflect these considerations as well as:

- a. the training, education and career development needs agreed by the employee and their supervisor in the performance exchange;
- b. the need to balance the needs and aspirations of the individual with the operational requirements and resources of the workgroup; and
- c. Defence's commitment to growing and developing the skills required to meet Defence's capability requirements and the changing technological, social and demographic environment.

E5.4 Defence recognises the importance of having properly trained assessors to give effect to this Part and will reasonably facilitate the availability of assessors across Defence.

E5.5 The second-level supervisor has a critical role (outlined in paragraph D3.3) in ensuring that training and career development activities identified in an employee's performance agreement are resourced appropriately.

E5.6 Time is to be made available to an employee requiring time during on-duty hours to complete approved distance learning, e-Learning and/or other approved training and career development activities identified on the employee's current performance agreement in accordance with Table D1.

Supervisor and executive level development

E5.7 Supervisors and employees at the Executive Levels are key groups in delivering current and future Defence outputs.

E5.8 Defence is committed to developing the highest levels of supervisory capability across its workforce. It will demonstrate this commitment by developing and providing access to programs designed to strengthen employees' supervisory abilities and ensure a clearer understanding of supervisors' roles and responsibilities in managing employees.

E5.9 As a part of the performance management framework, supervisors are required to demonstrate their supervisory capability across a range of key areas identified in the mandated KERs that addresses supervisory proficiencies (see paragraph D4.4). Where a supervisor is unable to demonstrate these proficiencies, they will be provided with the necessary training to assist them in achieving the required standard.

Regional Learning and Development Support Fund

E5.10 The Regional Learning and Development Support Fund supports employees at Defence sites located outside major metropolitan centres where there is not reasonable access to Defence training facilities. The fund does not relieve supervisors and managers of their primary responsibility to identify and fund appropriate training and development of their employees. Support under this fund includes:

- a. meeting of significant travel costs for employees to attend accredited training and education, career development and leadership programs, relevant seminars and forums and mandatory corporate training and awareness programs;
- b. travel to the regional area by a training facilitator;
- c. meeting of significant travel costs and/or the payment of compulsory fees to attend training where staff turnover or workplace changes result in a skills gap that cannot be addressed through normal means;
- d. purchase of eLearning packages and educational material for the workplace or site Defence library; or
- e. purchase of a training computer to facilitate eLearning.

E5.11 Defence reaffirms its commitment to the Regional Learning and Development Support Fund, and will maintain funding in real terms for the life of this Agreement.

Studybank

E5.12 Studybank is a corporately managed and resourced education assistance scheme.

E5.13 The Secretary may approve Defence support for a course of study for an employee. This approval may include paid work release or unpaid leave. The Secretary may also approve financial assistance to the individual related to the study granted in accordance with Studybank policy.

E5.14 Where an employee is granted approval for their course of study, their supervisor is responsible for determining, in consultation with the employee, how best to accommodate study leave within the operational requirements of the work group. While the study pattern expected by the institution should be adhered to as closely as possible, employees must recognise that their proposed study program may not require them to use the entire allocation of study leave, and that the needs of the workgroup must be accommodated to the greatest degree practicable.

E5.15 Time spent in learning and career development activities conducted within standard hours (refer to paragraph F2.13) by an employee granted access to Defence's Studybank arrangements counts as service.

E5.16 Where employees are injured or become ill when travelling to/from approved study, paragraph F22.19 applies.

E5.17 Defence reaffirms its commitment to Studybank, and will maintain funding in real terms for the life of this Agreement. Any proposed changes to Defence's Studybank policy will be subject to consultation with the NWRC and direct employee consultation.

E6 Professionalising the Defence workforce

E6.1 Defence encourages employees to have their skills and abilities recognised by industry and professional bodies, where membership requires:

- a. demonstration of the highest professional standards in a national or international context;
- b. commitment to a program of continuing education and development; and
- c. demonstration of the capacity to undertake independent practice.

E6.2 Membership of a professional or industry body will not be used as a mandatory or desirable selection criterion except where a statutory requirement, including under the Technical Regulatory Frameworks, exists for the subject employment category. However, where membership is predicated on requirements such as those set out in paragraph E6.1 the relevant employees may enjoy a competitive advantage in their chosen career field.

E6.3 Participation in the programs of ongoing professional development that may be provided by or accessed through an industry or professional body is consistent with the requirements of Section A3 of this Agreement (Mutual Responsibilities), particularly the requirement to continually update work skills.

E6.4 The operation of this section must not compromise the merit principle as defined in the PS Act nor paragraph B3.4 of this Agreement.

E6.5 Third-party recognition of an individual's professional practise does not alter that individual's previously existing legal liability.

Part F – Balancing Life and the Workplace

Principle

Defence assists its employees to balance their work and lives through the provision of flexible working arrangements and conditions, flexible leave arrangements and by promoting wellbeing in this Agreement. Defence aims to provide an environment which will increase the productivity of employees in the working environment and maximise participation in the workforce.

Defence recognises that employees and their supervisors have a shared responsibility for the implementation of these policies and practices.

Defence will favourably consider requests for flexible working arrangements from mature-aged employees who wish to phase into retirement and employees with:

- school age or young children;*
- children with disabilities; and*
- elder care responsibilities.*

Work Arrangements

F1 Hours of duty

F1.1 **Standard day.** A standard day is 7 hours and 30 minutes in length.

F1.2 An employee shall, unless extraordinary operational circumstances prevail, take a break of at least 30 minutes after working for five hours.

F1.3 **Attendance must be recorded.** All employees must record the actual time of commencing and ceasing duty each day.

F1.4 **Agreed pattern of hours.** Employees are required to come to a mutual arrangement with their supervisor concerning an agreed pattern of hours over the working week. Availability of work will affect an employee's attendance outside the standard day. Attendance patterns are to be discussed during the performance exchange process in accordance with Table D1.

F1.5 Other specified working arrangements. ANNEX B contains special conditions applying to:

- a. non-ongoing employees performing duties that are irregular or intermittent;
- b. employees required to reside on-site;
- c. employees whose usual place of employment is at a designated training area;
- d. employees performing the duties of the former classifications of Ranger (Army) and Ranger Supervisor (Army);
- e. Full Time Officers of Cadets; and
- f. employees undertaking special assignments.

F2 Flexible Working Hours

Principle

F2.1 Employees at the classification of APS Level 6 (or equivalent) and below, who are not required to work according to a continuous shift roster, are able to access flexible working hours. Working flexible working hours (whether involving a different approach to working hours or simply approving the accumulation or reduction of a flex credit) requires the agreement of the supervisor and the employee. The supervisor is to assess the likely impact of accrual and reduction of flextime on operational priorities in each case.

F2.2 **Access to flexible working hours.** Employees at the classification of APS Level 6 (or equivalent) and below, who are not required to work according to a continuous shift roster, are able to access flexible working hours. There may be operational requirements under which employees will not be able to access arrangements for flexible working hours.

F2.3 Bandwidth. With the exception of employees specified at ANNEX B or where the provisions of paragraph F2.13 apply the span of hours within which employees can work their required hours on a flexible basis is 0700h to 1900h, Monday to Friday excluding public holidays. An employee, eligible for flexible working hours in accordance with paragraph F2.2, may work more than the hours of a standard day, but must work those hours within the bandwidth.

F2.4 Excessive work hours. An employee is not to work more than 10 hours in a day without payment of overtime in accordance with paragraphs F6.6, F6.11, F6.17 and F6.18. Subject to paragraph F1.4, all work extending beyond the standard day of 7 hours and 30 minutes is subject to the availability of work and the approval of the employee's supervisor. Nothing in this paragraph implies that an employee can be compelled to work more than 10 hours in a day except where there is a need to meet essential operational requirements. As work performed beyond 10 hours is considered overtime it is subject to paragraph F6.4.

F2.5 Settlement period. The settlement period over which credits and debits of time within the bandwidth is calculated for flextime is two weeks. This includes public holidays.

Flex balance

F2.6 Flex credit. Employees are expected to strive to keep their flex credits below 15 hours. This promotes work/life balance and provides employees with surge capacity to increase their hours in response to operational requirements. They may carry over a flex credit of up to 37 hours 30 minutes from one settlement period to the next subject to paragraph F1.4 (agreed pattern of hours).

F2.7 Excessive flex credits. An employee's supervisor may approve flex credits in excess of 37 hours 30 minutes being carried over, provided that arrangements are made to reduce the credit below 37 hours 30 minutes within the ensuing four weeks. Employees and their supervisors are expected to cooperate to reduce excess flex credits, taking into account the operational requirements of the work area and the wishes of the employee concerned.

F2.8 Where arrangements cannot be made under paragraph F2.7, the employee is entitled to time off, exercisable at their discretion. Such time off is to:

- a. be notified to their supervisor with at least one week's notice;
- b. be accessed within eight weeks of the approved carryover of excess credits;
- c. be of no more than two working days duration; and
- d. reduce the excess flex credit.

F2.9 Flex debit. The maximum flex debit that can be carried over from one settlement period to the next is 10 hours. Where an employee has accumulated in excess of 10 hours flex debit at the end of a settlement period the supervisor is to ensure, in consultation with the employee, that the excess debit is cleared during the next settlement period.

F2.10 Travel time within bandwidth hours. An employee who undertakes official travel may claim the travel time that falls within the bandwidth as either flextime or time off in lieu.

F2.11 Time off in lieu for travel outside the bandwidth. Where employees are required to undertake official domestic travel outside the bandwidth, or official overseas travel that does not attract a rest day, Time Off In Lieu (TOIL) would normally be available. Supervisors are expected to consider the particular circumstances and frequency of such travel, including the impact on the employee's private life, and provide time off in lieu at a mutually agreed time. The time off is not calculated at overtime rates. Where such travel is:

- a. occasional, TOIL would be reasonable and normally available on a time-for-time basis; or
- b. frequent, TOIL would be expected and may exceed a time-for-time basis, as agreed between the supervisor and employee.

F2.12 Reversion to standard hours. A supervisor can only direct a reversion to standard hours where it is reasonable to do so:

- a. based on work requirements – where essential operational requirements and availability of work may necessitate a temporary variation to hours worked, including reversion to standard hours; or

- b. based on non-compliance – where an employee does not comply with the provisions of flexible working hours, including any local arrangements in place, and counselling has had no positive result.

F2.13 For the purposes of F2.12 and E5.15 standard hours are:

- a. consistent with the workplace norm; or
- b. as specified in a part time working agreement; or
- c. 0830h to 1230h and 1330h to 1700h; or
- d. as directed by the supervisor, taking into account the individual's circumstances.

F2.14 When an employee is reverted to standard hours the arrangement must be in writing and recorded on the employee's performance agreement.

F2.15 A supervisor may not revert an employee or group of employees to standard hours under F2.12 indefinitely, and is required to review the circumstances giving rise to the reversion after a reasonable period.

F3 Working arrangements for Executive Level employees

Principle

F3.1 Executive Level employees have an important role in assisting Defence to achieve its outputs. In performing this role, these employees often have extra, irregular and non-ongoing demands placed on them, including working beyond the standard day.

F3.2 Executive Level employees and their supervisors are to work together to determine working arrangements and plan work, including the development of KERs for the purposes of the performance agreement, to ensure that Executive Level employees do not work unreasonable additional hours. In keeping with the *National Employment Standards*, employees may refuse to work unreasonable additional hours.

F3.3 Unreasonable additional hours may include:

- a. working substantially in excess of standard weekly hours; or
- b. more than occasionally commencing or finishing outside the bandwidth; or
- c. hours that are beyond those agreed in the Performance Exchange, having regard to Table D1.

F3.4 The factors to be considered by the employee and their supervisor in determining whether the employee is being required to work reasonable additional hours include, but are not limited to, the following:

- a. the operational requirements, workload and priorities of the area including the working hours of other employees;
- b. the need for employees to balance work requirements and personal commitments, lifestyle choices, and/or other aspects of their life; and
- c. the need to avoid any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours.

F3.5 Executive Level employees are not to normally access flexible working hours but may do so by agreement with their supervisors or where granted access to flexible working hours under paragraph F4.2 of this agreement. This agreement must be reviewed at each performance exchange as outlined in Table D1.

F4 Recognition of Unreasonable Additional Hours worked by Executive Level employees

F4.1 Where unreasonable additional hours are worked having regard to paragraph F3.3, supervisors are to grant time off in lieu for part or whole days, which may also be taken in conjunction with approved leave. Any time off that is taken is to be recorded in the employee's attendance record. Alternatively, overtime may be paid in accordance with paragraph F6.9. As indicated in paragraph F1.4, attendance patterns are to be discussed during the Performance Exchange.

F4.2 Where the hours agreed through the Performance Exchange process cannot be or are not adhered to, and as a result an Executive Level employee regularly works unreasonable additional hours, the Secretary may grant access to flexible working hours, overtime and other provisions as they apply to APS 1 to APS 6 employees for a period of time sufficient to put in place working hours that are not unreasonable.

F5 Local working arrangements

Principle

F5.1 Supervisors and employees may enter into local agreements on the operation of working hours which vary from the standard conditions. Such arrangements may be initiated by management or by employees.

F5.2 Subject to paragraph F5.4, a group of employees or an individual employee and their supervisor may enter into an arrangement to vary their standard working hours. In the case of a group of employees, the arrangement must be intended to better achieve operational objectives and, in the case of an individual, the arrangement must not adversely impact on the achievement of workplace objectives. Where such an arrangement applies to a group of employees, it must be fully documented. Where such an arrangement is made with an individual, details of the arrangement are to be recorded in the employee's performance agreement. Local working arrangements may be further varied only after both supervisors and employees agree.

F5.3 Flexible working hours matters that cannot be varied under local arrangements are:

- a. the definition of a standard day;
- b. the length of a standard week;
- c. the settlement period for flextime;
- d. the entitlement of the employee to use excess flex credits within a reasonable period of accumulating them;
- e. the application of F2.4 of this agreement (excessive work hours);
- f. the entitlement of the employee to seek review of a decision made by their supervisor that will reduce the employee's access to flexible working hours where such variation has not been mutually agreed between the supervisor and employees; and
- g. the prescribed retention period for attendance records.

F5.4 Subject to F5.5, the bandwidth hours specified in a local working arrangement must be of no more than a 12 hour period falling completely within the limits of 0600h and 2000h Monday to Friday.

F5.5 Where a local working arrangement is proposed that would introduce bandwidth hours which:

- a. exceed 12 hours per day; or
- b. do not fall completely within the hours specified in paragraph F5.4,

the Secretary may approve the local working arrangement in consultation with the Director Defence Workplace Relations, who will notify the relevant union before approval consistent with paragraph A4.2.

F6 Overtime

Principle

F6.1 Defence is seeking to strike a balance between the needs of employees to balance their work and personal responsibilities and to work in a safe way, and the need for the organisation to meet its outcomes. The following provisions articulate this aim in relation to overtime.

F6.2 Where operational requirements make it necessary, a supervisor may approve an employee to work overtime at any time, subject to paragraph F6.5. Defence expects that, wherever possible, supervisors are to plan work to minimise the need for overtime.

F6.3 A supervisor may direct an employee to work reasonable overtime at overtime rates. Before doing so the supervisor must consult with employees on the impact of the direction to work overtime on their personal circumstances including any family responsibilities and their ability to perform the work in a safe manner. The supervisor must give reasonable notice about the requirements to work overtime. A guide to reasonable notice would be the time required to make appropriate arrangements for personal commitments including family responsibilities.

F6.4 An employee may refuse to work overtime in circumstances where the working of the overtime would result in the employee working hours which are unreasonable having regard to:

- a. any risk to employee health and safety;
- b. the employee's personal circumstances including any family responsibilities;
- c. the needs of the workplace;
- d. the notice (if any) given by the supervisor of the overtime and by the employee of their intention to refuse it; and
- e. any other relevant matter.

F6.5 Where an employee considers the overtime to be unreasonable, they should advise the supervisor as soon as practicable to allow for alternative methods of achieving the work to be identified. Where such a refusal is given the supervisor is to discuss alternative approaches to getting the work done including, but not limited to:

- a. deferring overtime to another day;
- b. reprioritising the employee's work to allow them to complete tasks in ordinary hours; or
- c. identifying other employees who may be able to perform the duties required.

F6.6 For employees other than shift workers, duty is to be considered overtime where it is performed on:

- a. Monday to Friday outside the bandwidth hours;
- b. Monday to Friday during the bandwidth hours but beyond the employee's standard daily hours of duty; or
- c. Saturday, Sunday or Public Holiday.

F6.7 Part-time employees performing duties in the classifications of APS 1 to APS 6 authorised to work outside the standard hours for the day specified in their part-time work agreement are entitled to overtime payments. Paragraph F13.12 contains additional provisions for part-time employees who work additional hours.

F6.8 Employees who are shift workers are to refer to Section F9.

F6.9 Overtime penalties do not generally apply to Executive Level employees. In addition to the provisions of paragraph F4.2, the Secretary may approve the payment of overtime to employees in Executive Level classifications.

F6.10 For the purpose of determining whether overtime is continuous with an employee's ordinary hours of duty, meal periods are to be disregarded.

F6.11 **Rates for overtime:**

- a. overtime worked on Monday to Saturday is paid at one and a half times the employee's hourly rate of pay for the first three hours and at twice the hourly rate of pay thereafter;
- b. overtime worked on Sunday is paid at twice the employee's hourly rate;
- c. overtime worked on a public holiday is paid at two and a half times the employee's hourly rate of pay for all hours worked. For duty within standard hours, payment is at time and a half additional to the single time being paid as salary for the public holiday; and
- d. the rate at which overtime is paid for a continuous period may increase, but cannot decrease.

F6.12 For the purposes of F6.11(c) standard hours are:

- a. 0830h to 1230h and 1330h to 1700h Monday to Friday; or
- b. agreed hours of duty as specified in a part-time working agreement.

F6.13 **Rest relief after overtime.** Where an employee has worked overtime and has not had a break of at least eight hours, plus reasonable travelling time between home and the workplace:

- a. between the end of normal duty on any day or shift and the beginning of normal duty on the next day or shift; or
- b. on a Saturday, Sunday or a public holiday (not being a normal working day or on a rostered day off) in the 24 hours preceding normal starting time on the employee's next ordinary day or shift;

the employee is to have a break, following overtime, of at least eight hours, plus reasonable travelling time between home and the workplace, and is to suffer no loss of pay for normal working time that occurs during the employee's absence.

F6.14 Where an employee is required to resume or continue work without having had time off in accordance with paragraph F6.13, payment at twice the hourly rate is to be made until the requirements for time off are met.

F6.15 **Minimum payment.** The following are the minimum amounts that may be paid for overtime in the circumstances specified:

- a. the minimum payment for each separate overtime attendance that is not continuous with ordinary duty is four hours at the prescribed rate;
- b. where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance;
- c. where an overtime attendance is not continuous with ordinary duty and involves duty both before and after midnight the minimum payment provisions are satisfied when the total payment for the whole attendance equals or exceeds the minimum payment applicable to one day; and
- d. where overtime is performed in accordance with sub-paragraph (c) and a higher rate applies on one of the days, the minimum payment is to be calculated at the higher rate.

F6.16 These provisions do not apply to emergency duty unless the actual time worked is at least three hours on each call.

F6.17 **Time off in lieu of overtime.** Where the supervisor and employee agree, time off in lieu of overtime may be granted to the employee. The time off is to be on a 'penalty time' basis.

F6.18 Where time off has been agreed but cannot be taken because of operational requirements within four weeks of the time when the overtime was worked, or another agreed period, payment of the original entitlement is to be made. This provision applies only to employees performing duties in the classifications of APS 1 to APS 6.

F6.19 **Management of flex debits and overtime.** Employees who work overtime regularly have a responsibility to minimise or eliminate their flex debits. Managers and supervisors have a responsibility to facilitate such outcomes.

F6.20 **Emergency duty.** Emergency duty is where an employee is called upon to return to duty without prior notice. The following conditions apply:

- a. pay is at twice the normal hourly rate;
- b. payment includes time necessarily spent in travelling to and from duty; and
- c. the minimum payment is two hours at twice the employee's normal hourly rate.

F6.21 **Overtime meal allowance.** If an employee is approved to work overtime duty, the employee is to be paid a meal allowance where the employee is required to take a meal break during a period of overtime because they have or will have worked for five hours continuously.

F6.22 The Secretary may approve payment of meal allowance to an employee where the criteria outlined above are not met but payment is considered reasonable.

F6.23 Overtime meal allowance is not to be paid if the employee returns to a permanent or temporary residence for a meal during a meal break, or a meal is provided at Defence's expense.

F7 Shift work

Principle

F7.1 Defence is required to deliver continuous capability in some areas. This may necessitate the use of shift work arrangements to ensure the appropriate level of staffing.

F7.2 An employee is considered to be a shift worker if rostered to perform ordinary hours of duty outside the period 0630h to 1800h Monday to Friday, and/or on Saturdays, Sundays, or public holidays for an ongoing or fixed period.

F7.3 **Introduction and variation of shift work arrangements.** Where necessary as a means of meeting operational requirements, supervisors may introduce shift work or a new shift roster or cycle of shifts (other than 12-hour shifts) following consultation with affected employees and their representatives.

F7.4 Where practicable and agreed between supervisors, affected employees and their representatives the provisions of Section F2 may be extended to non-continuous shift workers.

F7.5 **Consultation.** Consultation is to involve employees and their representatives being advised of proposed arrangements, normally one month prior to intended introduction. In times of unexpected increases in workloads due to operational deployments, the consultation time may be reduced.

F7.6 **Posting of rosters.** Subject to paragraph F7.5, rosters setting out the start and finish times and rotation of shifts are to be prepared at least monthly and made available for the information of employees. Amendments may subsequently be made to the roster to meet cases of emergency or special circumstances, provided that amendments to arrangements for Sunday duty are notified by noon on the preceding Saturday.

F7.7 **Exchange of shifts.** Employees are able to exchange shifts or rostered days off by mutual agreement and with the consent of their supervisor, on the basis that the arrangement does not give any employee entitlement to an overtime payment.

F7.8 **Change of shift.** Employees who are required by their supervisor to change rostered hours of duty are to be given at least seven day's notice of the change. Where seven days' notice is not given, employees are entitled to payment at the relevant overtime rate for the part of the shift that is outside the previous rostered hours of duty, until the notice period has expired. Employees who receive this penalty are not entitled to any other penalty payment for that period of duty.

F7.9 Where seven day's notice is unable to be given because of illness or other unanticipated absence of another employee, the overtime rate is not payable.

F7.10 Where emergency shift duty, due to operational factors, is introduced employees may agree to waive the notice period at paragraph F7.8.

F7.11 In unforeseen situations requiring an immediate high level operational response inclusive of APS support, such as the 2004 Boxing Day Tsunami, the Secretary may approve the commencement of a shift work arrangement. The temporary arrangement is to be in place for no longer than 21 days, during which time a more permanent roster is to be set up and approved consistent with paragraphs F7.3 and F7.5. The temporary roster is to be staffed on a volunteer basis. Remuneration is to be consistent with the normal shift work entitlements detailed in Section F10.

F7.12 **24-hour limit.** Except at the regular change-over of shifts an employee should not be required to work more than one shift in each 24 hours.

F8 12-hour shifts

F8.1 12-hour shift working involves:

- a. a shift roster which requires staffing for two shifts of 12 hours in each 24-hour period; or
- b. a 12-hour day shift, a 12-hour night shift, or a combination of 12-hour shifts and shifts of less than 12 hours.

F8.2 The Secretary may approve the introduction of a 12-hour shift roster, using a phased implementation process. This implementation process is to consist of:

- a. consultation with employees and their representatives;
- b. the introduction of a trial period of no less than six months; and
- c. subject to the successful completion of the trial, the formal introduction of the 12-hour shift roster.

F8.3 The roster arrangement is to be determined in consultation with supervisors and affected employees so as to provide for:

- a. two shifts on followed by two shifts off; or
- b. four shifts on followed by four shifts off; or
- c. an alternative schedule approved by the Secretary, in consultation with the employees and their representatives, involving no more than three consecutive nights.

F8.4 Where possible the roster is to have a forward rotation of shifts; that is, day shift followed by night shift.

F8.5 The conditions relating to change of shift notice and posting of rosters is to be determined in consultation with affected employees and their representatives.

F8.6 The timing and nature of meal breaks is to be subject to consultation.

F8.7 One shift is regarded as one day for the purpose of granting special leave or bereavement leave.

F8.8 Employees performing 12-hour shifts are not normally to perform overtime where it falls within a period of 12 hours on either side of a normal day or night shift. In all but exceptional circumstances, the maximum length of time an employee should have to remain on duty is 14 hours, including the 12-hour shift period and a two hour overtime period before or after the shift.

F9 Overtime for shift workers

F9.1 Unless the special conditions set out below apply, shift workers are subject to the conditions for the payment of overtime set out above in Section F6.

F9.2 Duty for shift workers is considered overtime where:

- a. it is performed on any day which is outside the normal rostered standard hours of duty on that day; or
- b. it is performed in excess of the standard weekly hours of duty, or an average of the standard weekly hours of ordinary duty over a cycle of shifts.

F9.3 Overtime performed by a shift worker on a Saturday is to be paid at twice the hourly rate.

F9.4 The Emergency Duty provisions do not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

F10 Shift penalty payments

F10.1 **Eligibility.** Employees who are required to perform duty as shift workers are entitled to prescribed shift penalty payments, expressed as a percentage of the employee's base salary. Shift penalty payments are not taken into account in the calculation of any allowance based upon salary, nor paid with respect to any shift for which any other form of penalty payment is made. Shift penalty rates are in addition to an employee's ordinary salary for the shift.

F10.2 **Rates of payment.** Eligible employees are entitled to the following rates of penalty payments:

- a. 15 per cent loading for rostered and performed ordinary duty on a shift, any part of which falls between the hours of 1800h and 0630h;
- b. 30 per cent loading for rostered and performed ordinary duty on shifts consecutively and continuously for a period exceeding four weeks falling wholly within the hours of 1800h and 0800h (part-time employees are only entitled to this penalty where they work no fewer shifts a week than an equivalent full-time employee and their shift is part of a full-time shift that falls wholly within the hours of 1800h to 0800h);

- c. 50 per cent loading for rostered and performed ordinary duty on a shift, for all rostered time of ordinary duty performed on a Saturday;
- d. 100 per cent loading for rostered and performed ordinary duty on a shift, for all rostered time of duty performed on a Sunday; and
- e. 150 per cent loading for rostered and performed ordinary duty on a shift, for all rostered time of ordinary duty performed on a public holiday.

F10.3 Public holiday duty. A public holiday means a holiday as prescribed in Section F24. Public holiday duty includes duty on 25 December, whether or not another day has been declared as a substitute public holiday, except as provided for in Section F24.

F10.4 The minimum payment payable for ordinary duty performed on a public holiday for each separate attendance is four hours. Where more than one attendance is involved, the minimum overtime payment provision does not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.

F10.5 Employees who are required to perform rostered duty on each of the days of the week over a shift cycle, but are rostered off on a public holiday, are to be granted one day/shift in lieu of that holiday. If practicable, this day/shift is to be granted within one month after the holiday.

F10.6 Where it is not practicable to grant a day/shift off in lieu, the employee is to be paid one day's/shift's pay at the ordinary rate.

F10.7 Averaged shift penalties. Supervisors and affected employees may agree that shift penalties be averaged over an agreed cycle.

F11 Make-up time

F11.1 A supervisor and the majority of employees at a workplace may agree to establish a system of make-up time through a documented local agreement. Under such an agreement:

- a. an employee may elect, with the consent of the supervisor, to work 'make-up time' under which the employee takes time off during ordinary hours, and works to those hours at a later time, during the bandwidth hours provided in the agreement; or
- b. an employee on shift work may elect, with the consent of the supervisor, to work 'make-up time'. 'Make-up time' is where an employee takes time off during rostered hours and works those hours at a later time. For the 'make-up time' the employee is to be paid at the shift work rate which would have been applicable to the hours taken off.

F11.2 A make up time arrangement can also be applied to enable an employee to work 'make-up time' in advance and take the time at a later date.

F12 Out of hours restriction

F12.1 Eligibility. Employees may be directed by their supervisor to be immediately contactable, be ready and available to perform overtime, and to remain within a specified distance of their home or workplace outside the employee's normal or rostered hours of duty.

F12.2 Application. Supervisors are to take into account the fact that placing employees under restriction imposes certain limitations on employees' free time and should only be resorted to where absolutely necessary. Consequently, if restriction is essential, its period is to be kept to a minimum, and where possible, shared among a group of employees. Employees on restriction should only be recalled to duty in essential situations.

F12.3 Out of hours restriction is not to be undertaken during any period of leave.

F12.4 Payment. An employee is to be paid restriction allowance for each hour, or part thereof, that they are on restriction duty.

F12.5 Restriction allowance is paid at the following rates:

- a. Monday to Friday – 7.5 percent of hourly rate of salary;

- b. Saturday and Sunday – 10 percent of hourly rate of salary; and
- c. Public holidays and rostered days off – 15 percent of hourly rate of salary.

F12.6 An employee who has been placed on restriction duty and is required to perform work is to be paid overtime in lieu of the restriction allowance. Payment of overtime for any 24 hour period will be:

- a. if the employee is not required to be recalled to a place of work, one hour, or the actual hours of overtime worked, whichever is the greater; or
- b. if the employee is recalled to duty at a place of work, three hours, or the actual hours of overtime worked, whichever is the greater.

F12.7 Where an employee who has been placed on restriction and is required to perform duty from home (including duty performed by phone or computer), the provisions of sub-paragraph F12.6(a) apply.

F12.8 The Secretary may approve an alternative rate to those in paragraphs F12.5 and F12.6 for certain employees having regard to the circumstances of the restriction, including:

- a. the number of interruptions in each restriction period;
- b. the time of day when these occur and their patterns over a period of time;
- c. the nature and length of the interruptions; and
- d. the period the employee has been under restriction.

F12.9 **Restriction for Executive Level Employees.** The Secretary may approve payment of restriction allowance to an Executive Level employee where that employee is required to be restricted on a continuing and regular basis. Before approving such payment, consideration is to be given to alternative arrangements such as shift work, time off in lieu or specific arrangements that better address the circumstances. Where an employee is paid restriction allowance under this provision, the salary used for the calculation of the allowance is to be the maximum salary payable to at APS Level 6.

F13 Flexible work options

Principle

F13.1 Flexible Work Options assist Defence in maximising the available pool of employees. Defence should be considering these options in day to day management of the workforce.

F13.2 Flexible work options, such as part-time work, are an effective means of reconciling the competing demands of work and private life responsibilities for employees. These might include caring for children or elderly relatives, studying, phased retirement, and private commitments or fitness status which are incompatible with full-time hours of employment.

F13.3 Defence is committed to providing an environment that uses these options to maximise operational requirements and participation in the workforce.

Part-time work

F13.4 A part-time employee is an employee whose regular hours of work, specified in their written part-time work agreement, are less than the ordinary weekly hours of duty, i.e. 37.5 hours. Part-time employees are required to work at least three consecutive hours on each working day specified in their part-time work agreement.

F13.5 A part-time employee is not measured as a Full Time Equivalent (FTE) but rather is a fraction of one FTE, equivalent to the ratio of the weekly part-time hours compared to ordinary weekly hours of duty.

F13.6 The Secretary may approve the commencement or variation of a part-time work arrangement for an employee for an agreed period. An application for part-time work is to be considered favourably, subject to operational requirements. Consideration is to be given to meeting work requirements, and to using options such as job redesign or job sharing to ensure that both individual and team work priorities are met without overloading the employee who is reducing hours.

F13.7 Approval to commence or vary a part-time work arrangement must be in place ahead of being put into effect.

F13.8 Salary and other benefits for part-time employees are calculated on a pro rata basis. Part-time employees are entitled to the same amount of payment for allowances of a reimbursement nature as full-time employees.

F13.9 A full-time employee is not required to convert to part-time hours without their agreement. A part-time employee cannot, without their consent, be converted to full-time hours before the expiration of the agreed period.

F13.10 Any employee returning from parental or maternity leave has the right to work part-time hours during the period within two years of the birth (or in the case of adoption, within two years of the placement) of the child. Beyond this period, access to part-time work for such employees is to be considered favourably, subject to operational requirements.

F13.11 Where a full-time employee is permitted to work part-time for personal reasons, the employee has the right to revert to full-time employment at the expiry of the agreed period. Where circumstances alter before the expiry of the agreed period, the employee may revert to full-time work as soon as practicable, but no later than the expiry of the agreed period, subject to:

- a. the Secretary and the employee agreeing to the return to full-time work; and
- b. the employee being available to return to full-time work.

F13.12 Where a part-time employee has worked or is likely to work additional hours over a period that extends beyond six weeks, the employee and supervisor must review the employee's performance agreement and their part time working arrangement including their:

- a. Key Expected Results;
- b. hours of work (including flex, TOIL and overtime arrangements); and
- c. overall workload.

Job sharing

F13.13 Job sharing is an arrangement subject to operational requirements whereby two or more employees share one full-time job and each work part-time on a regular, continuing basis. Job sharing can be adapted to a variety of circumstances because arrangements are designed individually to suit the needs of Defence, the job sharers and the nature of the job. Employees working under job sharing arrangements are considered to be part-time employees, and approval to commence or vary part-time hours is to be sought under paragraph F13.6.

F13.14 A job share arrangement may be initiated by employees or supervisors. Regardless of who initiates the proposal, all directly affected employees and their supervisors must agree with the arrangement before approval is sought under paragraph F13.6.

Home based work

F13.15 Ongoing home based work may be used within the terms of a written agreement between the employee and the supervisor, with the approval of the Secretary, where it can be shown that Defence operations will not be impeded by such an arrangement. The agreement must incorporate certification by relevant authorities regarding security and OHS aspects of the arrangement.

F13.16 Where an approved home based employee is required to undertake official travel, the payment of excess fares under sub-paragraph G8.2(g) and excess travelling time under paragraphs H1.18 and H1.19 is to be calculated from the employee's office based site.

Leave and Holidays

F14 Leave

Principle

F14.1 Defence provides employees with access to a fair and flexible range of options for paid and unpaid absences from work that assist employees and the organisation to balance work and personal priorities. Whilst many of the leave types are with pay, there is scope for some leave types to be approved without pay, and is generally referred to as Leave Without Pay. These may include Maternity Leave Without Pay, Miscellaneous Leave Without Pay and Personal Leave Without Pay. Whether with or without pay, unless for health and/or safety reasons, the timing and duration of leave is to be mutually agreed between the employee and their supervisor.

F14.2 **Eligibility to accrue leave.** Any employee who is not a non-ongoing employee engaged on an irregular or intermittent basis accrues leave regardless of the number of hours or days worked in a week. Apart from long service leave (which is governed by the *Long Service Leave (Commonwealth Employees) Act 1976*, non-ongoing employees engaged on an irregular or intermittent basis do not accrue leave.

F14.3 **Definition of a 'week'.** For the purposes of leave, unless otherwise stipulated, a 'week' refers to the approved weekly hours for an employee, whether full-time or part-time.

F14.4 **Leave for less than one day/shift.** Where Flexible Working Hours or make up time is available, employees are encouraged to use these flexibilities rather than other types of leave when seeking approval to take time off for periods of less than one day/shift to suit their convenience. This does not preclude the use of leave for short periods where employees are unable to build up flex credits. The use of personal leave for short-term purposes to cover absence for illness or injury or to attend medical or dental appointments is appropriate.

F14.5 Where an employee is on approved leave with pay, including leave with half pay, on either or both sides of a public holiday, they are to be paid full pay for the public holiday. Where leave on both sides of the public holiday is without pay, no payment is to be made for the public holiday.

F14.6 **Prior employment.** Employees seeking to have prior employment recognised for leave purposes must apply for recognition of that service, and claims will be assessed in accordance with the provisions of this Agreement. Where recognition is sought, the onus is on the employee to obtain all information necessary from prior employers to support their claim. This requirement does not apply to an employee who moves to Defence from the ADF or another APS agency.

F14.7 Personal leave credits accrued or deemed to have accrued during eligible prior employment will be carried over. For these purposes, eligible prior employment means employment with:

- a. Defence or the ADF provided any break between periods of employment is no longer than two months. In exceptional circumstances, including instances of deemed resignation due to marriage, the Secretary may extend the 2-month limit.
- b. the Parliamentary Service, another APS agency or the ACT Government Service provided there is no break between finishing that employment and starting with Defence.

F14.8 Where prior employment was with the ADF, personal leave credits are deemed to have accrued at the rate of two weeks for each full-time year of ADF service completed, plus an additional credit of three weeks. A week is based on the employee's approved weekly hours (whether full-time or part-time).

F14.9 Annual leave credits accrued during prior eligible employment will be recognised if there is no break between finishing that employment and starting with Defence. For these purposes, eligible employment means employment with Defence, the Parliamentary Service, another APS agency, an agency subject to the *Financial Management and Accountability Act 1988* or the ACT Government Service.

F14.10 Prior service will be recognised for Long Service Leave purposes, consistent with the *Long Service Leave (Commonwealth Employees) Act 1976*.

F14.11 Access to leave credits, and future leave entitlements, is in accordance with this Agreement.

F15 Annual leave

Principle

F15.1 Annual leave is provided to employees to ensure that regular breaks are taken from the workplace for the purposes of rest and recuperation. While leave may be accumulated for a specific purpose, such as an extended overseas holiday, employees should bear in mind the general purpose of leave.

F15.2 A supervisor may grant an employee annual leave where sufficient credit is available. Supervisors are to discuss leave plans during the Performance Exchange process in accordance with Table D1, and plan workloads to allow employees to use annual leave on a regular and planned basis.

F15.3 **Use of annual leave.** Employees are expected to take reasonable breaks from work for the purposes of rest and recreation. Employees should aim to take annual leave on a regular basis so that excess credits do not accrue. Supervisors are to ensure that in any 12 month period, employees are given the opportunity to use annual leave.

F15.4 Defence encourages full-time employees to use, on average, at least 20 days of annual leave each year, of which at least 5 days should be consecutive (or the pro-rata equivalents for part-time employees). As a guide, it is reasonable for employees and supervisors to average the 20 days leave per year over a two year period. The timing of annual leave is to be flexible, having regard to operational requirements and employee preferences. Leave intentions are to be recorded on the employee's performance agreement as a leave plan.

F15.5 **Calculation of basic credit.** Employees are entitled to a basic annual leave credit of four weeks per annum. Leave accrues fortnightly, and is calculated in hours as follows:

Fortnightly accrual (hours) = A multiplied by B and divided by C, where

A = number of hours worked that count as service in a fortnight.

B = per annum annual leave credit (full-time equivalent) expressed in hours

(i.e. sum of basic credit of 150 hours and any additional leave accrued in accordance with paragraph F15.7).

C = full-time working hours over a 12 month period (i.e. 1956.25 hours).

F15.6 The number of hours worked that count as service in a fortnight is based on the approved weekly hours for an employee (whether full-time or part-time), less any periods of leave without pay not to count as service or any unauthorised absence. Employees in receipt of worker's compensation for more than 45 weeks accrue annual leave on the basis of hours actually worked.

F15.7 **Additional leave.** Eligibility for additional annual leave is:

- a. **Shift workers** – Employees who work an eligible shift roster accrue additional annual leave at the rate of one week per annum which accrues fortnightly. An eligible shift roster is one which, projected over a 12 month period, includes rostered shifts on at least 10 Sundays or public holidays. Additional leave accrues from the first full fortnight following the commencement of the eligible shift roster and ceases when the employee is no longer working an eligible shift roster. Such employees are considered shift workers for the purposes of section 87 of the Fair Work Act 2009.
- b. **Remote localities** – Employees who work and live in a designated remote locality are eligible for additional annual leave as set out in Table H1. Any annual amount set out in the table accrues fortnightly. The additional credit accrues from the first full pay fortnight following the employee commencing in a designated remote locality.
- c. **Overseas localities** – Employees who work in certain overseas localities are eligible for additional annual leave.

F15.8 Nothing is intended to prevent an employee from accumulating annual leave in order to take an extended period of annual leave at a later time for the purposes of, for example, an overseas trip. This is subject to paragraph F15.11

F15.9 If an employee's annual leave request cannot be accommodated, then the supervisor is required to provide an alternative proposal in consultation with the employee. If agreement cannot be reached, in the first instance, the employee may seek a review by their second-level supervisor. For the purposes of this paragraph, a second-level supervisor is as defined in paragraph D3.3.

F15.10 Where arrangements cannot be made under paragraph F15.9, and the employee's annual leave balance is over 450 hours, the employee is entitled to time off, exercisable at their discretion. Such time off is to:

- a. be notified to their supervisor with at least four week's notice;
- b. be accessed within eight weeks of the request; and
- c. be of no more than one week in duration.

F15.11 **Maintaining reasonable annual leave balances.** Employees are not to accrue leave balances in excess of 450 hours as at 1 July of each year. In some circumstances, supervisors may allow annual leave balances of over 450 hours for a short period due to operational requirements and agreed leave plans.

F15.12 Notwithstanding paragraph F15.11, Defence recognises that some employees will accrue or have already accrued annual leave balances in excess of 450 hours. Employees and their supervisors must reduce these balances. These employees are to reduce overall leave balances, in addition to their annual leave accrual by:

- a. at least 37.5 hours per annum where the overall balance is more than 450 hours, but less than 750 hours; or
- b. at least 75 hours per annum where the overall balance is 750 hours or more.

F15.13 An employee with excess leave credits may negotiate with their supervisor part time working arrangements using annual leave credits in order to reduce their annual leave balance.

F15.14 The Secretary may direct an employee to take leave in order to reduce the employee's leave balance, to the extent necessary to meet the requirements of paragraphs F15.11 and F15.12. Before making such a direction, the Secretary must:

- a. consider the leave plans agreed to by the employee and the employee's supervisor in the performance agreement (see Table D1);
- b. be satisfied that the employee has had genuine opportunities to take leave at times mutually convenient to them and Defence; and
- c. provide the employee with an adequate period of notice of the requirement to take leave.

F15.15 **Half-pay annual leave.** Annual leave at half pay may be granted to an employee on the basis that one day of annual leave at full pay is equivalent to two days of annual leave at half pay. For the purposes of paragraphs F15.4 and F15.14 each day of annual leave taken at half pay counts as half a day. Subject to paragraph F15.18, employees with excess annual leave credits are not eligible to take annual leave at half pay.

F15.16 **Employee purchased additional annual leave.** An employee may purchase additional annual leave to a maximum of four weeks annual leave per annum. The employee is to discuss the purchase with their supervisor before proceeding with the purchase of annual leave to ensure workload planning occurs. Leave intentions are to be recorded on the performance agreement as an annual leave plan that records employee annual leave intentions during the period covered by the plan, as agreed between the employee and their supervisor in accordance with Table D1.

F15.17 Purchased leave must not take an employee's annual leave balance above 450 hours.

F15.18 A purchase is made via a salary deduction from the employee's fortnightly salary, where the cost of the number of hours purchased is based on the employee's salary applicable on the payday in which the deduction is made. The purchased annual leave is to be credited on the same payday as the salary deduction is made and is available for immediate use.

F15.19 The Secretary may approve an application from an employee with excess annual leave credits to take annual leave at half pay or purchase additional leave, having regard to the individual's circumstances, leave plan (including the strategy to reduce the excess balance) and operational requirements. Defence is to favourably consider applications to take leave at half pay from employees with excess leave balances who also have parental or caring responsibilities.

F15.20 Annual leave counts as service for all purposes.

F15.21 **Public Holiday.** Where a designated public holiday, for which an employee would, if still at work, be entitled to payment, occurs during any period of annual leave, the period of leave which overlaps the public holiday is not to be deducted from the employee's annual leave entitlement.

F15.22 **Effect of leave without pay.** All absences which do not count as service are not included in calculations of annual leave credits.

F15.23 **Closedown.** Where an establishment observes a closedown over a holiday period (other than the period between Christmas and New Year), the Secretary may direct that an employee at that establishment observe that period of closedown by using annual leave, unless required to attend for duty. Otherwise the employee may choose to use available flex leave or miscellaneous leave (without pay) which is to count as service.

F15.24 **Additional payment – shift workers.** Shift workers who accrue annual leave in excess of four weeks in a 12 month period and who are entitled to shift penalty payments in excess of 17.5 per cent (excluding public holiday penalties) across a shift cycle are to receive a payment of 50 percent of all penalties attracted by their shift pattern (excluding public holiday penalties) while on annual leave.

F15.25 **Payment in lieu on separation.** In the event of separation from Defence for any purpose (other than a move to another APS agency), an employee is to be paid out their annual leave credit entitlement calculated to (and including) the date the employment ceases.

F15.26 **Salary on separation.** Payment in lieu is to be calculated using the employee's final rate of salary, including allowances that would have been included during annual leave. District allowance is only included in the calculation for leave accrued in a remote locality.

F16 Long service leave

F16.1 Employees are entitled to long service leave in accordance with the operation of the *Long Service Leave (Commonwealth Employees) Act 1976*.

F16.2 **Minimum absence period.** Long service leave may be taken for a minimum of seven calendar days.

F17 Maternity leave

F17.1 Employees are entitled to maternity leave in accordance with the operation of the *Maternity Leave (Commonwealth Employees) Act 1973 (ML Act)*.

F17.2 **Half pay option.** The payment of paid maternity leave available under the ML Act may be spread over a period of up to 24 weeks at a rate of half normal salary.

F17.3 **Additional paid maternity leave.** Immediately following the completion of paid maternity leave granted under the ML Act employees are entitled to an additional two week's paid leave which counts as service for all purposes.

F17.4 **Additional paid maternity leave – half pay option.** Payment of additional paid maternity leave may be spread over a period of up to four weeks at a rate of half normal salary.

F17.5 **Personal leave while on unpaid maternity leave.** Subject to the provision of satisfactory medical evidence, paid personal leave may be granted during periods of unpaid maternity leave where an employee is found to be unfit for duty.

F17.6 An employee who has taken a period of maternity leave may access annual leave and long service leave on full or half pay after completion of the paid maternity leave. If an employee does access such leave, the maximum period of maternity leave available (including periods of annual and long service leave) is not to be extended beyond 52 weeks.

F18 Adoption leave

F18.1 An employee, who is to be the primary caregiver to an adopted child, is to be granted adoption leave of up to 14 weeks on production of documentary evidence of the adoption of the child. To be eligible for adoption leave, the adopted child must not be a child or stepchild of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

F18.2 Adoption leave must be commenced within 6 months of the date of adoption of the child and should be taken in a single leave block, except for two days which may be taken as pre-adoption leave. Leave is with pay for employees with at least 12 months of service with the APS. Employees with less than 12 months service may access adoption leave without pay until the employee has 12 months of service, after which time the balance of the leave is with pay. Adoption leave, either with or without pay, counts as service for all purposes.

F19 Parental leave

F19.1 On application, in the 16 month period immediately following the birth or adoption of their child, an employee is to be granted parental leave without pay for a maximum of 52 weeks for the purpose of enabling the employee to care for their child. Applications for parental leave should, where practicable, be submitted 10 weeks in advance. Parental leave without pay does not count as service.

F19.2 For employees ineligible for paid maternity leave under the ML Act, or for paid adoption leave under Section F18, the first four weeks of parental leave is to be with pay, and count as service, provided it is commenced within six months of the date of birth or adoption of the child.

F19.3 The Secretary may approve an additional period of unpaid leave which may extend up to the second anniversary of the birth or placement of the child.

F20 Compensation leave

Principle

F20.1 Compensation may be claimed if an employee sustains an injury or illness that was caused, or contributed to, by work. A joint approach to managing an employee's illness or injury is required to facilitate an early return to work by the employee.

F20.2 Employees who are absent due to work-related injuries or illnesses should apply for any compensation leave under the *Safety, Rehabilitation and Compensation Act 1988*. Employees who are absent due to injuries or illnesses sustained whilst serving in the ADF are not entitled to Additional Personal Leave, as set out in paragraph F22.18, for such absences and, where personal leave credits are exhausted, should apply for compensation under the relevant military compensation legislation.

F21 Defence Reserve leave

Principle

F21.1 Defence supports employees who contribute to the overall Defence Mission by joining the Defence Reserves.

F21.2 The Secretary is to grant an employee Defence Reserve leave, with or without pay, to enable the employee to fulfil Reserve, full-time ADF or like obligations.

F21.3 ADF Reserve Service purposes. An employee who is a member of the ADF Reserve is, on application, to be granted a total of up to five weeks of paid leave each financial year for the purpose of fulfilling Defence Reserve obligations. These purposes include Reserve service, Reserve training and ADF service such as operational duty and Continuous Full-time Service. During the employee's first year of Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional Reserve training, including induction requirements. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.

F21.4 Cadet purposes. An employee who is an officer or instructor of cadets in a cadet force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes 'cadet force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

F21.5 Other purposes. Leave may be granted for any other Defence Force requirement.

F21.6 Service. Defence Reserve leave ordinarily counts as service for all purposes, except for unpaid leave to undertake Continuous Full-Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

F21.7 **Access to other kinds of leave.** Eligible employees may also apply for annual leave, long service leave or use flex or make up time, for the purpose of fulfilling Defence Reserve obligations.

F21.8 **Recognition of Reserve activities.** An employee accessing Defence Reserve leave is, in addition to their role as an employee, demonstrating support for the overall Defence mission. The extent of the contribution and likely period of reserve activities are to be discussed and recorded on an employee's performance agreement. Employees are to notify supervisors when reserve activity dates are known and/or changed.

F22 Personal leave

Principle

F22.1 Defence supports employees who are ill or injured, or are required to care for and support an ill family or household member.

F22.2 Both the employee and the supervisor have mutual responsibilities in managing an employee's illness, injury or workplace absence. A joint approach to managing an employee's illness or injury is required to facilitate an early return to work by the employee.

F22.3 A supervisor may grant an employee personal leave, with pay, where the employee is absent due to personal illness/injury or caring responsibilities. Where sufficient credits are not available or appropriate evidence is not supplied (when required), the leave is to be without pay unless paragraphs F22.18 or F22.19 apply.

F22.4 **Calculation of basic credit.** Employees are entitled to a basic credit of three weeks per annum. Leave accrues fortnightly, and is calculated in hours as follows:

Fortnightly accrual (hours) = A multiplied by B and divided by C, where

A = number of hours worked that count as service in a fortnight.

B = annual personal leave credit (full-time equivalent) expressed in hours (i.e. basic credit of 112.50 hours, plus any additional leave accrued in accordance with paragraph F22.6).

C = full-time working hours over a 12 month period (i.e. 1956.25 hours).

F22.5 The number of hours worked that count as service in a fortnight is based on the approved weekly hours for an employee (whether full-time or part-time), less any periods of leave without pay not to count as service or any unauthorised absence. Employees in receipt of worker's compensation for more than 45 weeks accrue personal leave on the basis of hours actually worked. Unused credits accumulate without limit. Personal leave (paid or unpaid) counts as service for all purposes.

F22.6 **Initial credit.** Employees engaged on an ongoing basis or for a specified or anticipated term in excess of 12 months receive an initial credit of three weeks' personal leave (expressed in hours), where a week is based on the approved weekly hours for the employee. To this credit is added the fortnightly accrual referred to at paragraph F22.4. An initial credit is not to be given if prior employment, in excess of 12 months, has been recognised in accordance with paragraphs F14.7 and F14.8.

F22.7 **Credit if engaged for less than 12 months.** Employees engaged for a specified or anticipated term of less than 12 months do not receive an initial credit in accordance with paragraph F22.6 until 12 months' employment is achieved, either continuously or through recognition of prior employment in accordance with paragraph F14.7 and F14.8.

F22.8 **Additional credit – employee with a war-caused injury.** Employees who provide a statement from the Department of Veterans' Affairs stating they have a medical condition which has been accepted:

- a. war-caused or defence-caused injury as determined by the *Veterans' Entitlements Act 1986*; or
- b. an illness or injury contracted during a period of warlike or non-war like service as declared under the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*;

are eligible to receive extra leave as follows:

Fortnightly credit - Eligible employees accrue extra personal leave at the rate of one week per annum which will be credited each fortnight. Any extra leave accrued will be expressed in hours and included in the component 'B' in the fortnightly formula in paragraph F22.4.

Special credit - On initial engagement, eligible employees will be credited with a special credit of nine weeks personal leave (expressed in hours), where a week is based on the approved weekly hours for the employee. A special credit may not accrue for subsequent periods of employment in Defence, or where already credited during a previous period of APS employment.

Any credit which accrues under this clause is added to the personal leave credit which accrues under paragraph F22.4.

F22.9 For the purposes of F22.8(a) defence-caused injury means a medical condition that Department of Veterans' Affairs has stated as being received during operational service, peacekeeping service, or hazardous service.

F22.10 **Reason for absence and supporting material.** Applications for personal leave must be accompanied by reasons for the request as well as a medical certificate or other supporting material as appropriate.

F22.11 An employee may be granted personal leave with pay, subject to available credits, without production of a medical certificate or other supporting material, of up to 60 hours in total or eight shifts for a shift worker in any financial year. No more than three consecutive days may be taken without a medical certificate. A supervisor may request supporting material from an employee absent for less than three days/shifts where the absence may be inconsistent with an appropriate use of personal leave. If requested, the employee is required to provide material supporting the need for absence.

F22.12 **Notice of absence.** Where practicable, the employee must give notice to their supervisor prior to the absence of the intention to take leave, or otherwise notify their supervisor by telephone at the first opportunity on the day of the absence.

F22.13 Supervisors are to notify their local rehabilitation case manager directly or through the Defence Service Centre or PMKeyS Self Service when:

- a. an employee is absent from duty due to illness or injury and the employee is likely to be unfit to perform all duties and may need assistance in being retained at work or to return to work;
- b. a report from a treating doctor indicates that an employee is partially or fully unfit for their current duties and is likely to remain so for an extended period of time;
- c. an employee has been absent on account of the same illness or injury for periods of 10 consecutive days or shifts, or a period totalling four weeks over a period of three months and the supervisor reasonably believes that a similar pattern of personal leave is likely to continue; or
- d. the supervisor reasonably believes that an employee's state of health is:
 - (i) affecting the employee's work performance;
 - (ii) is a danger to the employee; or
 - (iii) renders the employee a danger to other employees or members of the public.

F22.14 The intention of the notification is to ensure that employees are not unreasonably denied access to personal leave entitlements and to ensure that any other required intervention or assistance is taken.

F22.15 **Half pay personal leave.** Personal leave at half pay may be granted to an employee on the basis that one day's personal leave at full pay is equivalent to two days' personal leave at half pay.

F22.16 **Effect of leave without pay on accrual.** All absences which do not count as service are not to be included in calculations of personal leave credits. With the exception of unpaid personal leave, where leave without pay has been approved to count as service for personal leave purposes, personal leave is to accrue at the rate of two weeks credit per annum.

F22.17 **Maximum continuous absence.** Subject to the invalidity retirement provisions, there is no maximum continuous absence period prescribed for personal leave.

F22.18 Additional personal leave (APL). Subject to F22.19, for an ongoing employee with an illness or injury that is likely to exceed 10 days, the Secretary may grant additional personal leave, with pay, where personal leave credits are exhausted. The nature of the illness may be such that the 10 days are not consecutive.

F22.19 The Secretary is to grant additional personal leave to an ongoing employee where that employee:

- a. suffers an illness or injury on their usual journey to or from work, to or from study formally approved by Defence or during a recess break; and
- b. has exhausted their personal leave credits; and
- c. has utilised a reasonable amount of annual leave.

F22.20 The maximum amount of additional personal leave that can be approved under F22.19 is three months less any personal and annual leave the employee has utilised in respect of the injury. The Secretary may grant a further period of additional personal leave under paragraph F22.18.

F22.21 The Secretary may grant additional personal leave for other exceptional circumstances.

F22.22 Invalidity retirement. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee has had access to all their paid personal leave credits, or a continuous period of at least 52 weeks of their paid personal leave credits and/or compensation payments, whichever occurs first. Additional Personal Leave cannot be used to delay an employee's invalidity retirement from taking effect.

Use of personal leave for caring purposes.

F22.23 Caring for ill or injured purpose. Personal leave may be granted under paragraph F22.3 where an employee is required to provide care or support to a member of the employee's immediate family or household affected by a personal illness or injury.

F22.24 Unexpected emergency purpose. Personal leave may be granted under paragraph F22.3 where an employee is required to provide care or support to a member of the employee's immediate family or household affected by an unexpected emergency.

F22.25 Grants for paid personal leave for caring purposes are subject to available personal leave credits. Where insufficient credits are available personal leave without pay may be granted.

F22.26 Consistent with paragraphs F22.10 and F22.11, the employee may be requested to provide medical evidence substantiating the need for leave. If the leave is required to be taken because of an unexpected emergency, a statutory declaration made by the employee may be required.

F22.27 Access to personal leave during other approved leave. If an employee is ill, or is required to provide care in accordance with paragraph F22.23 or F22.24, for a period during approved annual leave, long service leave or unpaid maternity leave of not less than one day/shift, the employee may apply for personal leave. Personal leave may be approved where acceptable medical evidence is produced, and annual leave and long service leave will be re-credited to the extent of the personal leave granted.

F22.28 Public holidays. Personal leave is not to be deducted for public holidays which the employee would have otherwise observed.

F23 Miscellaneous leave

F23.1 An employee may be granted miscellaneous leave, with or without pay, for the purposes detailed below. Paid miscellaneous leave counts as service. Miscellaneous leave without pay does not count as service unless otherwise specified.

F23.2 Community Service purpose. The Secretary may grant leave with pay, subject to Table 1 of ANNEX C to an employee who engages in the following community service activities:

- a. jury service;
- b. voluntary emergency management activity; or

- c. an activity determined by the Secretary as being an eligible community service activity, having regard to the Fair Work Regulations.

F23.3 The Secretary may grant leave without pay to an employee who engages in community service activities, subject to Table 2 of ANNEX C, for the following community service activities:

- a. voluntary emergency management activity; or
- b. an activity determined by the Secretary as being an eligible community service activity, having regard to the Fair Work Regulations.

F23.4 Community service leave granted is to consist of:

- a. time when employee engages in the activity;
- b. reasonable travelling time to and from the activity; and
- c. reasonable rest time immediately following the activity.

F23.5 **Special purpose.** The Secretary may grant leave at full pay for special purposes including observance of a religious or culturally significant day or event that does not exceed:

- a. one day/shift on any occasion; or
- b. more than two days/shifts each calendar year, on a non-cumulative basis.

F23.6 **Exceptional purpose.** The Secretary may grant leave for special purposes in exceptional circumstances.

F23.7 **Bereavement purpose.** If a person who is a member of the employee's immediate family or household dies, leave of up to three days - on each occasion - is to be granted to the employee on application. Leave in excess of three days may be granted at the discretion of the supervisor. Leave is to be at full pay.

F23.8 **Compassionate purpose.** Subject to the provision of satisfactory medical evidence or other supporting material, an employee is to be granted leave for compassionate purposes, on application, to enable the employee to spend time with a person who is a member of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to his or her life. Leave is to be at full pay.

F23.9 Leave of up to two days, which may be taken separately, is to be granted for each occasion that a member of their immediate family or household:

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

F23.10 **DECA Day.** Paid leave of up to one day/shift each calendar year, on a non-cumulative basis, is to be granted to an employee, on application, without the need to specify the reason for the absence.

F23.11 **Study purposes.** Where support for a course of study has been approved under paragraph E5.13, the Secretary may grant leave without pay. Such leave counts as service for long service leave and personal leave purposes, with personal leave credits to accrue fortnightly at the rate of two weeks per annum.

Miscellaneous leave for other reasons

F23.12 The Secretary may grant leave for other reasons specified in Table 1 in ANNEX C. Leave granted under this paragraph is to be with pay.

F23.13 The Secretary may grant leave for other reasons specified in Table 2 in ANNEX C. Leave granted under this paragraph would ordinarily be without pay.

F24 Public holidays

F24.1 **Designated holidays.** Consistent with the *Fair Work Act 2009*, employees are to observe all public holidays as declared by a relevant Commonwealth, State or Territory law in the locality in which they work. In addition to these, employees are to observe an additional public holiday as listed in column 1 of Table F1. Employees have the right to refuse a request to work on a public holiday if the request is unreasonable or the refusal is reasonable.

Table F1 – Additional Day of leave

	Column 1	Column 2
Where Christmas Day is on a...	the Additional Day is...	The Specified Leave Day is...
Sunday	Wednesday 28 th December	Tuesday 3 rd January
Monday	Wednesday 27 th December	Tuesday 2 nd January
Tuesday	Monday 31 st December	Monday 24 th December
Wednesday	Friday 27 th December	Tuesday 24 th December
Thursday	Monday 29 th December	Friday 2 nd January
Friday	Tuesday 29 th December	Thursday 24 th December
Saturday	Wednesday 29 th December	Friday 24 th December

F24.2 **Substitution arrangements.** A supervisor may, at the request of a potentially affected employee or group of such employees, agree to substitute another day for any designated public holiday. An employee who works away from their home base on a local public holiday and does not observe that holiday is to substitute another day for the local public holiday. Where Christmas Day, Boxing Day and/or New Year's Day falls on a weekend and the relevant State or Territory has not determined substitution arrangements, the Secretary may determine substitution arrangements.

F24.3 Subject to paragraphs F24.4 and F24.5, if a public holiday is to be observed on an alternative day, duty performed on the:

- a. alternative day is to be paid at the public holiday rate; and
- b. public holiday is to be paid at the non-holiday weekday or weekend rate, as applicable.

F24.4 An employee who performs duty on 25 December is to be paid at the public holiday rate regardless of any substitution arrangements.

F24.5 An employee who performs duty on 25 December and a day substituted for a public holiday occurring on 25 December is to be paid at the public holiday rate on both days.

F24.6 Shift workers who are rostered on, and perform duty on, both the actual public holiday and the designated alternative public holiday are entitled to, in respect of duty performed on the alternative public holiday:

- a. payment of penalties in accordance with sub-paragraph F10.2(e); or
- b. payment of penalties in accordance with sub-paragraph F10.2(a) and a day off in lieu.

F24.7 Shift workers who elect to have a day off in lieu in accordance with sub-paragraph F24.6b are to take that day off within four weeks of the alternative public holiday. If they are unable to do so, they are to be paid penalties in accordance sub-paragraph F10.2(e) (less any penalties already paid for that period).

F25 Christmas stand down

Principle

F25.1 Defence provides the Christmas Stand down as an opportunity to have a break from work, in addition to annual leave breaks.

F25.2 **Duration.** Christmas stand down period runs from Christmas Day until the designated New Year's Day public holiday, with the specified leave day added (either before Christmas Day or after the New Year's Day public holiday). Stand down comprises four designated public holidays, two week days, and up to two weekends.

F25.3 **Specified leave day.** This Agreement provides a day of specified leave in the Christmas period as listed in Column 2 of Table F1.

F25.4 The Christmas stand down provisions in Section F25.5 to F25.10 apply in respect of specified leave days.

F25.5 **Application.** All employees are to absent themselves during the stand down unless the Secretary directs otherwise. Such directions are only to be given to meet essential operational requirements.

F25.6 Rate of pay and leave arrangements. Employees are to receive pay for the stand down's two weekdays as if these days were their ordinary working days. The use of flextime or a grant of paid leave is not required on these days. Employees who are absent without pay or on long service leave, and shift workers on personal leave, remain on these forms of absence with or without pay as applicable.

F25.7 Notice for employee required to work. An employee directed to work during any part of the stand down's two weekdays are to be given at least seven days' notice of such requirement. Where less than seven days notice is given, an affected employee attracts emergency duty conditions (see paragraph F6.20) for all time worked during the stand down's two weekdays.

F25.8 Time off in lieu. An employee who is directed to work during any part of the stand down's two weekdays is to be granted time off in lieu within four weeks of the stand down. Where this is impracticable, time off in lieu is to be granted before 1 May of the following year, at a time agreed between the employee and their supervisor. The amount of time off equals:

- a. if notice was given in accordance with paragraph F25.7 - the time worked during the employee's ordinary hours; or
- b. if notice was not given in accordance with paragraph F25.7 - one day for each day on which time was worked during the employee's ordinary hours, regardless of the amount of time actually worked.

F25.9 Shift workers rostered off for duty on one or both of the stand down's two weekdays is to be granted time off in lieu for each day the employee is rostered off. Any time off in lieu accumulated in accordance with this paragraph must be used within the time periods specified in paragraph F25.8.

F25.10 Extraneous payments. For overtime, restriction allowance and shift penalty payment purposes, the stand down's two weekdays are to be treated as ordinary weekdays.

F26 Wellbeing and supporting a fair, safe and healthy workplace

Principle (Wellbeing)

F26.1 Wellbeing represents the individual's ability to be productive and contribute to their work and life. It includes physical and mental wellness, and social, institutional and family support in order to increase resilience. Defence recognises that improving the wellbeing of employees enhances their ability to contribute to their work and life and is a shared responsibility between Defence and its employees.

Principle (Supporting a fair, safe and healthy workplace)

F26.2 Defence recognises that managers, supervisors and employees should work together to achieve a fair, safe and healthy work environment to achieve Defence's outcomes and promote performance.

F26.3 In pursuing these principles, supervisors, managers and employees are expected to undertake their responsibilities and obligations for workplace diversity, occupational health and safety, values, ethical behaviour and fair dealing.

F26.4 The legislative and policy framework governing these issues is promoted across the workforce together with the development and maintenance of appropriate workplace strategies, including the implementation of:

- a. the Defence Workplace Equity and Diversity Plan;
- b. the Defence Occupational Health and Safety policies, and the responsibilities listed in ANNEX H to this Agreement; and
- c. the Defence Drug and Alcohol Management Plan for employees who undertake defined safety sensitive aviation activities.

F26.5 Defence's commitment to workplace health is demonstrated through policy provisions which include:

- a. access to ADF facilities and to other Defence-owned amenities and facilities subject to statutory/regulatory limitations and to competing operational requirements;
- b. subject to technical, operational, security considerations and compliance with Defence policy, reasonable personal use of office telephone, e-mail and Internet services;
- c. flexible working arrangements such as flextime, home based work, part-time work and job sharing;

- d. flexible leave arrangements for annual leave, maternity leave, personal leave, long service leave and other types of leave;
- e. where practicable, access to family rooms to facilitate family or personal needs (for example breastfeeding or prayer);
- f. reimbursement of dependant care costs as appropriate, and access to Defence provided child care in accordance with the published principles and access guidelines; and
- g. access to rehabilitation and allied health professionals for all employees to support return to work in the event of illness or injury related absence.

F26.6 Supervisors are to manage unscheduled absences through:

- a. identifying, and taking steps to manage health hazards in the workplace;
- b. promoting good OHS attitudes and practices;
- c. guiding employees toward Employee Assistance Program (EAP) counselling as necessary;
- d. facilitating the early return to work of employees following injury or illness utilising flexible employment options and workload management; and
- e. identifying, and where possible resolving, workplace conflict at the earliest opportunity.

F26.7 Groups are encouraged (within the context of Defence principles and policy) to develop and implement their own initiatives to encourage employee involvement in health-promoting programs.

F27 Employee Assistance Program and Managers HelpLine

Principle

F27.1 Defence provides access to confidential and professional counselling services for all APS employees and their immediate families to help them resolve work-related problems or personal problems that may impact on the Defence employee's working life. Defence also provides access to a dedicated Managers HelpLine to support managers and supervisors of APS employees when dealing with work related issues.

F27.2 Defence maintains a Defence-wide Employee Assistance Program (EAP) which provides access to contracted professional counselling services for all employees. The principal objectives of the EAP services are as follows:

- a. all employees and their immediate family members are encouraged to access the EAP if it will assist the employee;
- b. access to the EAP is via a variety of modes such as telephone, email, or in person;
- c. the EAP adheres to the requirements of privacy legislation;
- d. the EAP is a professional and confidential service, delivered by qualified personnel in an ethical manner;
- e. all employees and supervisors are to be made aware of the EAP;
- f. a maximum of four sessions per issue per employee is to be provided with provision for extension to further sessions in certain circumstances;
- g. support will be provided to managers in their role as managers by way of a specific Managers HelpLine; and
- h. reporting is to be standardised, comprehensive, timely and anonymous.

F28 Amenities

Principle

F28.1 Defence is to make its amenities available to all Defence personnel, subject to ADF operational requirements.

F28.2 Defence demonstrates this commitment through the following:

- a. access to messes according to the regulations of the individual mess committees;

- b. charges for casual meals at Service messes at the same rate as ADF members;
- c. access to other Defence amenities and facilities, subject to operational requirements that take priority. These may vary from location to location; and
- d. subject to technical, operational and security considerations, reasonable personal use of its telephone, email and Internet services to further support Defence as a knowledge organisation and one which assists its workers achieve an appropriate life/workplace balance. Such access is dependent on compliance with Defence policy on the use of the services.

Office accommodation

F28.3 The Defence Accommodation Guidelines for Open Plan Offices as established under the 1996 Memorandum of Agreement in Relation to Office Accommodation Department of Defence details the requirements for office accommodation in Defence. Any proposed variations will be the subject of consultation between the parties to that memorandum.

F29 Dependant care

Principle

F29.1 Defence is committed to helping its employees to manage the impact of work on their dependant care responsibilities.

F29.2 Defence demonstrates this commitment by providing:

- a. flexible working arrangements such as flextime, home based work, part-time work and job sharing;
- b. flexible leave arrangements for annual leave, maternity leave, personal leave, long service leave and other types of leave;
- c. nursing mothers' rooms and family rooms for family responsibilities such as breast feeding and short-term emergency dependant care arrangements;
- d. reimbursement of dependant care costs consistent with Section F30; and
- e. access to Defence child care in accordance to the principles and access guidelines in Section F31.

F29.3 Groups are encouraged to introduce other initiatives such as vacation/holiday programs.

F30 Dependant care costs

Principle

F30.1 While employees are generally responsible for making their own dependant care arrangements, Defence provides assistance for employees where the demands of their job impose additional dependant care costs.

F30.2 Subject to satisfactory evidence being provided by the employee, the Secretary may approve reasonable expenses arising from additional dependant care arrangements where:

- a. an employee is required to travel away from their normal work location on official duty; or
- b. an employee is directed to work additional hours or to attend a conference or training course within the extended bandwidth or outside the employee's regular work hours.

F30.3 The employee is responsible for ensuring that their supervisor is aware in advance that costs may be incurred.

F30.4 Reimbursement is not to be granted for costs covered by available government assistance.

F30.5 These provisions extend to employees located overseas other than in circumstances where an entitlement to dependant care assistance has been granted under the household maintenance assistance provisions.

F31 Defence supported child care

Principle

F31.1 Employees are responsible for making their own child care arrangements. Defence provides a number of child care centres, family day care places and some other services in areas of Australia where there is high demand from ADF families who have special requirements because of posting turbulence, and where it can be demonstrated that the wider community cannot meet Defence's child care needs. Priority of access is given to APS employees for places not taken by the children of ADF families except when other local arrangements have been approved. Defence is committed to assessing options for broadening access opportunities for APS employees.

F31.2 Defence is committed to improving APS access to child care facilities in Defence.

F31.3 As is the case with other Defence amenities and facilities, employees may not be granted first priority of access where operational effectiveness may be jeopardised.

F31.4 Groups are encouraged to introduce other initiatives such as vacation/holiday programs where there is an identified need.

Part G – Remuneration

Principle

Remuneration and benefit decisions in Defence support the achievement of Defence outcomes by:

- a. ensuring employees are remunerated according to the classification of their job;*
- b. assisting the recruitment, retention and development of skilled employees;*
- c. promoting organisational and individual effectiveness, efficiency and performance;*
- d. fostering a cohesive and cooperative workplace; and*
- e. underpinning Defence and APS Values and culture, with levels of remuneration and benefits being seen as fair and reasonable by employees, the Government and the community.*

G1 Pay

G1.1 Employees are to be paid a salary, inclusive of annual leave loading, for their classification in accordance with the tables at ANNEX D.

G1.2 Hourly and fortnightly rates of pay are calculated as follows:
Fortnightly rate of pay = Annual salary multiplied by 12 and divided by 313

Hourly rate of pay = Fortnightly rate of pay divided by 75 (Standard Fortnightly Hours)

G1.3 **Unauthorised absence:** An employee is not entitled to be paid for any period of unauthorised absence in excess of 30 minutes in a pay period. The supervisor may allow the employee to make up the time and retain the entitlement to receive pay for the period. Unpaid unauthorised absences do not count as service for any purpose.

G1.4 A part-time employee is paid pro rata for their agreed working hours.

G1.5 Employees are paid fortnightly by electronic funds transfer into a financial institution account nominated by the employee.

G2 Adjustments to rates of pay

G2.1 In recognition of the contribution made by employees to improving productivity and efficiency throughout Defence, salary will be increased by:

- a. 3.8% from no later than the second pay day after the Agreement becomes operational (expected to be 12 or 26 November 2009, with payment made on the following pay day); and
- b. 2.4% from 8 July 2010, which is expected to be paid on 22 July 2010.

G2.2 Extraneous payments, including for overtime and shift penalties, will be adjusted with effect from the same dates listed in paragraph G2.1.

G2.3 A bonus of \$750 is to be paid to all employees who are on duty, compensation leave or on paid leave on the date this agreement takes effect. The Secretary may approve payment of this bonus to employees who may otherwise not be eligible under this paragraph.

G2.4 An employee is excluded from receiving pay rises and the bonus in paragraphs G2.1 and G2.3 where they have refused to participate in PFADS. This exclusion also applies to supervisors who do not complete a performance agreement with their employees; in this circumstance employees will not be disadvantaged.

Structural Adjustments and Pay Barriers

G2.5 APS4 Structural Adjustment – the bottom of the salary range increases by \$933 per annum and the top of the salary range for APS level 4 increases by \$676 per annum from 30 September 2010. Access to the new top of the salary range is through meeting the performance progression requirements in Section D6. Any employee whose salary is below the new bottom of the range, who is not part of a broadband with a lower classification, and who is participating in PFADS will have their salary increased to the new minimum salary.

G2.6 Executive Level 2 Structural Adjustment – The top of the range salary for the EL2 classification increases by \$1016 per annum from 30 September 2010. Access to the new top of the salary range is through meeting the performance progression requirements in Section D6.

G2.7 This Agreement introduces two new levels of work within the EL2 classification. The EL2 classification now features three distinct work value levels with salaries within the ranges set out in Table 1 of ANNEX D.

G3 Salary on engagement, promotion, assignment, movement or reduction

G3.1 Where an employee moves at level to Defence from another APS Agency, is engaged or promoted, salary is to be the minimum of the salary range unless the Secretary approves payment of a higher salary within the salary range.

G3.2 In considering the approval of a commencing salary above the minimum of the salary range for an employee under paragraph G3.1 the Secretary is to have regard to the following factors:

- a. the length and nature of experience;
- b. currency or recency of experience;
- c. level of contribution to be made immediately;
- d. relative worth in comparison with employees performing similar work; and
- e. if applicable, the level of difficulty in filling the employment opportunity.

G3.3 Where an employee within Defence is reassigned duties at the same classification level the salary is to remain the same as the salary the employee was receiving prior to the assignment, provided that salary is within the range for the classification.

G3.4 Where the reassignment of duties was as a result of a formal merit selection process the Secretary may determine an alternative salary.

G3.5 Where an employee is reassigned the duties of a position that has the same classification level but a different pay range, the Secretary may determine a salary other than would be payable under paragraph G3.3.

G3.6 Where the classification of an employee is reduced, the salary is to be the maximum of the salary range of the lower classification unless otherwise determined by the Secretary.

G3.7 The Secretary may approve an increase in an employee's salary, within the same salary range, at any time.

G3.8 Where an employee requests in writing to be assigned, on a temporary basis, duties at a lower classification or duties which are at the same APS level but which attract a lower salary range, the Secretary may determine in writing that the employee is to be paid a rate within the lower range for the period specified in the request.

G3.9 Employees moving from Executive Level 1 (Public Affairs 3) to Executive Level 2 are to receive a salary on movement not less than the maximum salary payable to Executive Level 1 (PA3). The Secretary may approve a higher salary rate than the maximum salary payable to Executive Level 1 (PA3) in accordance with paragraph G3.1.

DSTO minimum commencement salaries for specific classifications

G3.10 In the case of an employee broadbanded as APS Level 4-5 (S&T Level 3) who holds a relevant degree, the minimum salary is to be \$56,685 with effect from the date that this Agreement commences, increasing by the percentage for each subsequent pay rise in this Agreement in accordance with Section G2.

G3.11 In the case of an employee broadbanded as APS Level 4-5 (S&T Level 3) who holds a relevant TAFE qualification and relevant experience the minimum salary is to be the same as for an APS Level 5 generally within Defence.

G3.12 In the case of an employee classified as APS Level 6 (S&T Level 4) who holds a relevant PhD prior to engagement, the minimum salary is to be the minimum salary for that classification plus 5 per cent.

Operation of EL2.1 and EL2.2

G3.13 A Group Head may approve the creation of a position at either EL2.1 or EL2.2 level consistent with the work level standards for these levels as set out in the Defence Classification Manual.

G3.14 A Group Head may issue policies for determining the selection, assignment and salary of employees performing duties at EL2.1 and EL2.2 level consistent with Defence staff selection policy and this Agreement.

G3.15 The Group Head must determine the salary paid to an employee assigned duties at EL2.1 or EL2.2 level based on the assessed value of the work to be performed above EL2 work value. For EL2.1 the maximum work value assessment is 20% and for EL2.2 the maximum is 35%. These percentages align with the maximum of the salary range for EL2.1 and EL2.2 as shown in Table 1 of ANNEX D.

G3.16 **Annual Salary Review.** The Group Head must review the salary of an employee assigned duties at EL2.1 or EL2.2 annually and, based on any change in the work value of the duties performed, may increase or decrease the salary. The annual salary review is to be conducted concurrently with the assessment of performance.

G3.17 **Salary regression.** The Group Head may reassign an employee to an EL2 or an EL2.1 position if the employee is no longer performing duties at the higher work value of an EL2.1 or an EL2.2 respectively. Where reassignment is from EL2.2 to EL2.1 the employee's salary within the EL2.1 range is to be determined consistent with G3.15. Where reassignment is to EL2, the employee's salary is to be no less than they were receiving immediately prior to performing EL2.1 or EL2.2 work but taking into account performance progression that would have occurred at the EL2 level but for the period at the higher level.

G3.18 **Performance Progression.** Salary movement within the EL2.1 or EL2.2 levels is not predicated on performance and only occurs when work value is assessed at the annual review conducted in accordance with G3.16. Employees occupying positions at EL2.1 and EL2.2 are to participate in PFADS as set out in Part D of this Agreement but performance progression will only be available in the form of a lump sum payment of 1% of salary where the employee's performance is assessed as Fully Effective or better. An employee who is eligible under G3.16 to a salary increase that is above 1% will not be eligible for the lump sum payment.

G4 Additional Responsibility Pay

G4.1 The Secretary may approve Additional Responsibility Pay (ARP) for the temporary performance of duties at a higher work level by an employee. Periods of ARP will usually be over two weeks in duration, unless the Secretary approves a shorter period of ARP. ARP is to be approved for the entire period an employee is required to perform duties at a higher work level and no employee is to be required to perform duties at a higher level without ARP.

G4.2 In determining whether ARP should be approved under paragraph G4.1 the Secretary is to consider the following factors:

- a. impact on capability/operational performance if the position is left vacant;
- b. the length of the period of ARP;
- c. the proportion of duties to be performed at the higher level; and
- d. whether the duties to be performed are incidental and occasional.

G4.3 ARP may be either:

- a. position-based, where an employee performs the duties or responsibilities of a vacant higher level position; or
- b. non position-based, where an employee performs the duties or responsibilities of a higher work level, or where establishment or classification action is neither warranted nor appropriate. This may include performing the relevant responsibilities of a military position. It may also include recognition of the particular demands, including timeframes, of certain research and development activities.

G4.4 The level of ARP payable is the difference between the employee's substantive salary and an amount within the pay range of the higher classification (the higher pay range). The amount in the higher pay range is to be the bottom of the range unless a higher rate is determined by the Secretary. In determining the amount within the higher pay range the Secretary is to consider:

- a. factors identified in paragraph G4.2 of this Agreement;
- b. the aggregate period of ARP previously performed at the relevant level; and
- c. the employee's substantive salary.

G4.5 The amount within the higher pay range is not to exceed the midpoint of that pay range, except where a higher rate of ARP is approved under paragraph G4.13.

G4.6 Where the work level of the particular tasks or requirements of the work to be performed is assessed as two or more classification levels higher than the employee's substantive classification, the Secretary may determine that partial performance arrangements apply. In determining the rate of ARP, the Secretary is to consider the relative worth of the work to be performed in comparison with the employee's current level of remuneration.

G4.7 The Secretary may determine the level of ARP payable to employees performing duties or responsibilities at the Senior Executive Level. The level of ARP is to be set in the range between the bottom of the EL2.1 salary range and the bottom of the SES salary range or, if the work value warrants, in the SES salary range. The Secretary may approve other Senior Executive conditions to be provided to these employees.

G4.8 An employee on ARP cannot be progressed in the higher pay range under the performance progression arrangements of Section D6. The employee remains eligible to have their substantive salary progressed under Section D6 of this Agreement.

G4.9 The Secretary may, at any time, review ARP arrangements, including the level of the allowance. As a minimum, supervisors are required to review all ARP arrangements as part of the six monthly performance exchange.

G4.10 Where an employee agrees to undertake work of a higher level, the supervisor and employee are to amend/complete a performance agreement, as appropriate, to cover the agreed period. This agreement is to address the KERs for the period; ensure the amount and duration of ARP, and any extension arrangements, are understood; and provide a period of notification for the cessation of ARP, where this is practicable.

G4.11 Periods of ARP are not normally to extend beyond 12 months. All periods of position-based ARP expected to extend beyond six months should be advertised internally.

G4.12 ARP proposed to extend beyond 12 months is subject to approval by the Secretary. The approval process requires the demonstration of a valid reason for not taking action to fill the position on a permanent basis, and the basis on which the rate of ARP proposed has been set, including performance progression considerations, for the period of the additional responsibilities.

G4.13 Subject to paragraphs G4.11 and G4.12, where an employee's ARP in the same position is extended beyond 12 months the Secretary may approve a higher rate of ARP.

G4.14 ARP is paid on a fortnightly basis and counts as salary for superannuation purposes subject to any qualifying requirements specified in the relevant superannuation legislation.

G4.15 ARP continues to be paid during a period of annual leave where an employee in a remote locality is in receipt of ARP and proceeds on annual leave between leaving the remote locality and commencing in a different locality.

G5 Building Defence Capability Payments

Principle

G5.1 The capacity of Defence's APS employees to fulfil the role addressed in paragraph A1.1 requires a workforce of diverse occupational disciplines. Some of these disciplines will from time to time be the subject of labour market pressures, potentially compromising Defence's capability.

G5.2 Remuneration arrangements are to be sufficiently flexible to allow Defence to develop, attract and retain employees with the necessary skills and knowledge.

Skills for Occupational Disciplines

G5.3 An occupational discipline may be of significance to Defence capability and may require additional support to attract or retain a sufficient number of employees to facilitate the achievement of Defence's capability requirements. The requirement for support will change through time, as the numbers of appropriately qualified personnel increase or Defence's capability requirements mature or change.

G5.4 Part E is to be harnessed to increase the number of employees available within Defence who have the appropriate skills and knowledge.

G5.5 In the meantime, the Secretary may prescribe a premium in addition to the rate of salary otherwise payable under this Agreement to some or all of the employees within an occupational discipline of significance. The premium would usually be prescribed for up to two years.

G5.6 Where the period fixed for the payment of a premium lapses, a further premium may be prescribed under paragraph G5.5, having regard to the current supply of appropriately qualified personnel and the demand for that occupational discipline. The further premium may be different from the original premium.

G5.7 The premiums and the periods fixed under paragraph G5.5 may differ within and between different occupational disciplines. Where different premiums and/or other periods occur within a specific occupational discipline, the difference is to be expressed in terms of required competencies, classification level, specified task and/or location of employment.

G5.8 A premium payable under paragraphs G5.5 is paid on a fortnightly basis and is to count for salary as specified in ANNEX F. All other provisions of this Agreement continue to apply to employees receiving a premium.

G5.9 Bonus payment/s may be prescribed by the Secretary in addition to a premium approved under paragraph G5.5, contingent upon one of more of the following:

- a. commencement in the occupational discipline of significance, which may include at a specified classification level and/or location of employment;
- b. completion of a fixed period of employment or a specified task in the occupational discipline of significance, which may include at a specified classification level and/or location of employment;
- c. achieving an end-cycle performance rating of Fully Effective or better; and/or
- d. the successful completion of specific training.

Individual Skills

G5.10 In rare cases, Defence's requirements will extend beyond those which can be satisfied by the skills and knowledge available through its employees within an occupational discipline. Such cases need to demonstrate that a particular individual employee is critical to Defence capability and could not be attracted or retained without enhanced benefits of employment, by addressing the following criteria:

- a. complexity of the role;
- b. span/scope of the role;
- c. nature/level of authority;
- d. accountability level;
- e. representational level;

- f. exposure/risk level;
- g. retention; and/or
- h. market forces.

G5.11 The Secretary may determine that the employee demonstrated to be critical to Defence capability have access to, subject to paragraph G5.13, one or more of the following additional benefits:

- a. a salary higher than that otherwise payable under this Agreement, with the higher salary to count as salary for all purposes including superannuation;
- b. other benefits of employment additional to those provided by this Agreement;
- c. bonus payment/s consistent with paragraphs G5.9;
- d. variations to the employee's performance arrangements, restricted to:
 - (i) the timing of the performance cycle;
 - (ii) adaptations of the method of assessment;
 - (iii) a higher rate of performance progression than specified in paragraph D6.2; and
 - (iv) removal of the potential to defer performance progression.

G5.12 The arrangements covered by G5.11 are to be the subject of periodic review, in particular when the employee's circumstances change, the nature of the duties change or the when the employee is being managed for poor performance in accordance with Section D7.

G5.13 In making a determination under G5.11, access to the following discretionary conditions for an individual Executive Level employee may be removed:

- a. access to half pay leave under paragraph F15.15 and the *Long Service Leave (Commonwealth Employees) Act 1976*; and
- b. ability to purchase leave under paragraph F15.16.

Provisions for Mature Age Employees

G5.14 The Secretary may determine additional benefits for an employee to encourage them to not separate from their employment on or nearing their minimum retiring age. Such benefits are to be determined consistent with G5.11 for a specified period. This provision is only available to employees who have knowledge, skills and experience that Defence considers essential to retain and which are to be transferred to other employees during the specified period.

Consultation and Agreement

G5.15 Arrangements entered under paragraphs G5.11, G5.13 and G5.14 must:

- a. have been the subject of genuine consultation and agreement between Defence and the individual; and
- b. be in writing and signed by Defence and the individual.

G5.16 Defence will consider and provide a reasoned response to any claim brought by employees or their representatives for payment of a premium for an occupational discipline under paragraph G5.5.

Transitional Provisions

G5.17 Payments approved under Section B10 of the *Defence Collective Agreement 2006-2009* continue until their completion consistent with the terms of the original approval, at which time they will lapse. An employee being considered for a premium, bonus or other benefit provided by this Section is to have any existing payment or benefit approved under Section B10 of the *Defence Collective Agreement 2006-2009*, taken into account.

G6 Trainees

G6.1 Trainees are employees who are engaged at a training classification listed in Table G1 and undertake one or more training requirements as determined by the Secretary.

G6.2 **Costs.** Subject to satisfactory progress in meeting the training requirements for the training classification, trainees are to receive reimbursement of:

- a. all compulsory fees incurred in the course of their studies;
- b. reasonable cost of books and equipment that are necessary or compulsory for completion of their course of studies; and
- c. for Cadet APS (Research Scientist) only, thesis production costs.

G6.3 **Salary.** While undertaking training, trainees are paid the salary in column 2 of Table G1 applicable to their relevant training classification. In exceptional circumstances, the Secretary may determine a higher salary up to the amount specified in Column 3 for the relevant training classification.

Table G1 – Salary for Trainee Classifications

Column 1 – Training classification	Column 2 – Salary	Column 3- Maximum salary range for determining exceptional salary
Apprentice APS (Trades)	A percentage rate of the minimum salary payable to APS Level 2 as follows: <ul style="list-style-type: none"> ▪ 1st year of service – 48% ▪ 2nd year of service – 55% ▪ 3rd year of service – 75% ▪ 4th year of service – 88% 	Maximum: Top of salary range for APS Level 4
Cadet APS	72% of minimum salary payable to APS Level 1	Maximum: Top of salary range for APS Level 4
Cadet APS (Research Scientist)	Minimum salary payable to APS Level 1	Maximum: top of salary range for APS Level 6
Graduate APS	Minimum: minimum salary payable to APS Level 2 Maximum: top of salary range for APS Level 3	Maximum: top of salary range for APS Level 6
Trainee APS (Administrative)	See ANNEX D	Maximum: top of salary range for APS Level 6
Trainee APS (Technical)	See ANNEX D	Maximum: Top of salary range for APS Level 5

G6.4 **APS Level 1-6 Trainee Advancement Broadband.** The APS Level 1-6 Trainee Advancement Broadband bands together the classifications APS Level 1, APS Level 2, APS Level 3, APS Level 4, APS Level 5 and APS level 6. Upon successful completion of each training requirement for the training classification, trainees are allocated a classification, under the *Public Service Classification Rules 2000*, consistent with column 2 of Table G2 relevant to the trainee's training classification in Column 1. This allocated classification is the trainee's entry point to the APS Level 1-6 Trainee Advancement Broadband. Advancement within the broadband is to be consistent with Column 3 of Table G2, unless the Secretary allocates to the employee a higher classification within the APS Level 1-6 Trainee Advancement Broadband.

Table G2 – Advancement in the APS Level 1-6 Trainee Advancement Broadband

Column 1- Training Classification	Column 2- Allocated classification in advancement broadband	Column 3 - Advancement within broadband
Apprentice APS (Trades)	APS Level 2	APS Level 2
Cadet APS	APS Level 3	APS Level 4
Cadet APS (Research Scientist)	APS Level 6	APS Level 6
Graduate APS	APS Level 3	APS Level 4
Trainee APS (Administrative)	APS Level 1	APS Level 1
Trainee APS (Technical)	APS Level 3	APS Level 3

G6.5 **Movement to an Operational Classification.** Immediately following advancement within the APS Level 1-6 Trainee Advancement Broadband, including advancement to a higher classification consistent with paragraph G6.4, the employee is allocated an operational classification at the same level. The operational classification to which the employee is allocated may be part of any other broadband authorised by this

Agreement. Where the employee was advanced to a higher classification consistent with paragraph G6.4, the skills and competencies acquired by the employee during the course of the training program must equip them to perform the work value of the operational classification to which they will be allocated, consistent with the work level standards in the Defence Classification Manual.

G6.6 Under normal circumstances, the operational classification referred to in G6.5 is to be determined prior to advertising the traineeship. In exceptional circumstances, the Secretary may, at the end of the traineeship, advance an employee or a group of employees to a higher classification in the advancement broadband before they are allocated an operational classification(s).

G6.7 **Australian Apprenticeships.** Employment under the Australian Apprenticeships scheme is in accordance with conditions determined by the Secretary.

G6.8 **Allowance payable upon movement to a training classification.** Where an existing, ongoing employee moves to a training classification, the employee is entitled, where relevant, to an allowance to bring their salary up to the level received immediately prior to the movement, or the maximum salary of the classification that will apply when the employee moves to an operational classification at the conclusion of the training, whichever is lower. The allowance is payable for the period the employee holds the training classification. Adjustments to the allowance are to be made if changes occur to salary rates in accordance with ANNEX D.

G7 Allowances

Principles

G7.1 *Allowances recompense individuals who hold particular qualifications or appointments or who suffer particular disabilities in their work.*

G7.2 *Defence has a statutory obligation to take all reasonably practicable steps to protect the health and safety of its employees. Notwithstanding this, and with an understanding that all foreseeable hazards have been identified and the risks assessed and treated, there are instances where an employee may need to work in circumstances where they are subject to specific discomforts. Disability-related allowances address these circumstances.*

G7.3 *Defence managers, supervisors and employees are committed to maintain safe and, as far as practicable, hazard free workplaces.*

G7.4 All salary-related, disability and other allowances are contained in ANNEX E. The rates specified in ANNEX E come into effect on the date determined in sub-paragraph G2.1(a). Unless otherwise stated, allowances in the nature of salary are to:

- a. be paid during periods of paid leave where an employee would have continued to receive the allowance but for the leave;
- b. be reduced on a pro rata basis during periods of leave at less than full pay; and
- c. count as salary for various purposes as detailed in ANNEX F.

G7.5 **Adjustments.** The rates of allowances in ANNEX E have been adjusted to take into account the first two salary increases.

G7.6 **Eligibility.** The allowances set out in ANNEX E apply to employees at all classifications, unless otherwise specified.

G7.7 Where one or more allowances prescribed in this section are payable within a workplace according to a predictable pattern, such payments may be commuted, subject to the agreement of the supervisor, the affected employees and their representatives. The commuted payment would normally be made in fortnightly instalments.

G7.8 The Secretary may determine an allowance not prescribed in ANNEX E, subject to the following:

- a. the circumstances warranting payment did not exist or were unknown at the date of commencement of this Agreement; and
- b. the affected employees and their representatives, have been consulted on the rate(s) of allowance and the conditions under which they will be paid.

G8 Work-related expenses

G8.1 The Secretary may approve reasonable reimbursement of expenses incurred by employees during the course of, or arising out of, their employment.

G8.2 Application may include, but is not limited to:

- a. reimbursement for the loss or damage to clothing or personal effects;
- b. the purchase of clothing or personal effects necessary and suitable for travel on official business;
- c. where the use of privately owned equipment for official purposes has been agreed by the Secretary, provision of the necessary consumable office supplies and reimbursement of reasonable costs for the maintenance of equipment;
- d. where an employee's life insurance policy includes a loading due to the nature of duties undertaken, reimbursement of an amount equal to that part of the premium loading that relates to payment of money on the death of the employee;
- e. reimbursement of reasonable costs incurred by an employee who has leave cancelled or is recalled to duty while on Annual or Long Service Leave;
- f. where agreed between the employee and the Secretary, an employee may, while visiting or travelling within Australia or overseas at their own expense, have all or any costs associated with their attendance at a conference, seminar or other work related activity met by Defence;
- g. an employee may be reimbursed reasonable additional travel costs, including fares and parking and tolls, incurred while performing duty temporarily away from their normal place of work. This provision does not normally apply to employees in receipt of travelling allowance;
- h. reimbursement for the cost of purchasing protective or other clothing such as waterproof boots, aprons or gloves where it is necessary or required that the employee wear such items. The costs of laundering the items will be met, where the employee is responsible for the laundering;
- i. an employee may be reimbursed for reasonable costs associated with undertaking a work trial, prior to potential permanent placement as part of a redeployment process; and
- j. reimbursement for reasonable costs associated with the hire or purchase (where appropriate) of equipment, where the employee is required to camp overnight as part of their duties and is not supplied with camping equipment by Defence.

G9 Public Transport Ticket Advance Scheme

G9.1 Defence recognises the importance of strategies to protect the environment, including increased use of public transport. It will establish, from 1 August 2010 or earlier if Self Service functionality is available, a scheme whereby employees, with the approval of their supervisor, can obtain an advance from Defence to enable them to purchase an annual public transport ticket. The cost of the advance is to be repaid by the individual employees who make use of the scheme through fortnightly payroll deductions. Should an employee leave Defence prior to repayment in full, the balance owed is to be deducted from their separation pay or other final entitlements (or repaid prior to separation according to terms agreed between Defence and the employee).

G10 Superannuation

G10.1 Defence is to provide an employer superannuation contribution for each employee in accordance with the provisions of the superannuation legislation relevant to the employee.

G10.2 The default fund for employees who fail to choose a superannuation fund will be the Public Sector Superannuation accumulation plan (PSSap) unless they are required by scheme rules or legislation to become members of the Commonwealth Superannuation Scheme (CSS) or the Public Sector Superannuation (PSSDB) scheme.

G.10.3 An employee to whom choice of superannuation funds is available may not elect a fund different from their default, unless that alternative fund:

- a. is a complying superannuation fund; and
- b. accepts payments by electronic funds transfer.

G10.4 Employer superannuation contributions for PSSap members and employees who have exercised choice will be 15.4% of ordinary time earnings, within the meaning of the Superannuation Guarantee (Administration) Act 1992, or such a rate as specified by the Rules of the PSSap, though not less than 15.4 per cent. Maternity leave (excluding Government paid parental leave) will be considered to be ordinary times earnings consistent with the PSSap Deed.

G10.5 Defence will make superannuation contributions in respect of salary which is sacrificed as if the salary sacrificing arrangements did not exist.

G10.6 Individual remuneration arrangements under the Building Defence Capability Payment may be approved in lieu of continuing employer superannuation contributions that are precluded by any Commonwealth law for those employees aged 70 years or older, or aged 65-70 who do not meet the work test (as defined by relevant superannuation legislation and rules) or are otherwise ineligible under legislation, where those employees have the knowledge, skills and experience that Defence considers essential to retain.

G11 Salary Packaging

Principle

G11.1 Salary packaging is an arrangement that enables individuals to restructure their salary to achieve a mix of net salary and other benefits paid out of gross (before tax) salary, potentially resulting in a saving to the individual. Items that are able to be salary packaged in Defence are limited to those that present potential savings to employees and comply with relevant legislation. A key principle of salary packaging is that where participants convert cash salary to benefits, there is to be no extra cost to Defence.

G11.2 An employee may access salary packaging arrangements. Before accessing these arrangements, employees are encouraged to seek financial advice at their own expense.

G11.3 Probationers, trainees and non-ongoing employees engaged for periods of less than 12 months may participate provided that the salary sacrifice arrangements can be completed in the period of employment. The only exception to this is motor vehicles.

G11.4 Defence determines the benefits to be offered under these arrangements.

G11.5 These arrangements are administered under a contract with a service provider and are subject to administrative and audit trail arrangements.

G11.6 Any fees charged by the service provider are to be met by the employee, but may be included as part of the salary package arrangement. The full annual administration fee for the benefit item is charged to the employee for each 12-month period or part thereof.

G11.7 The cost of administering these arrangements and any increase in taxation payable by Defence, including Fringe Benefits Tax or any tax equivalent, is to be met by the employee as part of their salary package.

G11.8 Salary packaging arrangements cease when an employee separates from Defence. Any further payments for novated or associate leases for motor vehicles will be passed directly to the employee. Any outstanding money owing under these arrangements at cessation of employment is to be recovered from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be undertaken by Defence.

G11.9 On termination of salary packaging arrangements, employees are required to, within the next pay period, repay any money owing to Defence.

G11.10 The ongoing performance and operation of these arrangements are to be monitored by a Review Committee consisting of representatives from the contract manager, Defence Workplace Relations, Defence Tax Management Office and a nominated employee representative. The Review Committee is to meet quarterly.

G12 Supported wage system

Principle

G12.1 Employees who are affected by a disability may be eligible for a supported wage.

G12.2 Eligible employees are to be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable is not to be less than the minimum weekly payment rate set by Fair Work Australia.

G12.3 Assessment of productive capacity shall be by a representative of Defence and a representative nominated by the employee or an accredited assessor, in consultation with the employee. The assessment is to be recorded in an assessment instrument. Defence will lodge agreed assessment instruments as required by the relevant legislation. Reviews of assessment of an employee's productive capacity are to be conducted annually or earlier on reasonable request consistent with the supported wage system.

G13 Debt management

Principle

G13.1 The correct and proper use of Commonwealth funds is a joint responsibility between Defence and its employees.

G13.2 **Debt.** Where it has been established that an employee owes a debt to Defence, that debt must be repaid by the employee.

G13.3 **Recovery.** An employee is to be notified, in writing and as early as practicable, of the reasons why a debt has occurred, the amount involved and the options available to the employee to settle the matter. In all cases, Defence will seek to reach agreement with the employee on the recovery of the debt before recovery action commences. Defence expects that employees will seek to have the matter settled in a cooperative manner and in the shortest timeframe possible having regard to the nature of the debt and the employee's financial position. The Secretary may determine recovery arrangements if an employee fails to respond to a notice of debt, or in circumstances where an employee has failed to reach agreement on a reasonable rate of repayment, provided that the debt will be recovered via a payroll deduction at a rate of no more than 10% of net salary (as defined within Regulation 8A.1 of the *Public Service Regulations 1999*).

G13.4 These provisions do not operate to limit an employee's right to dispute the amount of the debt or to seek a remedy by other means, nor do they limit the right of Defence to recover a debt from moneys that are, or become, payable to an employee under this Agreement.

G13.5 **Judgment debts.** The Public Service Regulations provide for recovery or garnishing of salary and wages where a court of law has ruled that a debt is owed. These are generally referred to as 'Judgment Debts' and are not debts as described in paragraph G13.2 nor subject to the same recovery arrangements as outlined in paragraphs G13.3 and G13.4. Defence is legally bound to recover 'Judgment Debts' in accordance with the Regulations and the court order.

G14 Evidence of payment

G14.1 An employee who is entitled to a reimbursement under this Agreement must, at the time a claim for reimbursement is lodged, or as soon as reasonably practicable thereafter, provide:

- a. written evidence of the payment, including any relevant receipts; or
- b. if written evidence is not available - a statutory declaration of the payment.

G15 Changes in an employee's circumstances

G15.1 If an employee has satisfied the conditions for an entitlement under this Agreement, and the circumstances by which the employee satisfied those conditions change, the employee must take action to notify the change as soon as practicable to the Delegate who made the original decision. This requirement is placed on employees so that, if they are aware that they may no longer meet eligibility criteria for an entitlement, they ensure that the Delegate is informed of the change in their circumstances. This will assist in preventing debts from occurring.

G16 Payment on death

G16.1 When an employee dies, or the Secretary has directed that an employee is presumed to have died on a particular date, the Secretary may authorise the following payments:

- a. to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.
- b. removal expenses (in accordance with Section H6) as if the former employee had retired.

Part H – Travel, Relocation and Locality Conditions

H1 Travel on official duty

Principle

H1.1 Employees will be provided with the facility to meet approved accommodation, meal and incidental expenses on the basis that they neither gain nor lose financially when required to travel on official business. Employees are to organise their official travel efficiently and effectively, avoiding any unnecessary costs, taking advantage of available discounts and making the best use of their time.

Travel

H1.2 Employees undertaking business travel in Defence are to maximise the use of the Defence Travel Card (DTC) and the supporting infrastructure which includes:

- a. a suite of preferred travel provider contracts such as airlines, car rental companies, hotels and others, as required;
- b. supporting systems such as budget calculators, the Card Management System and others, as required;
- c. access on-line to all Defence travel tools, information, advice; and
- d. guidance through a single travel website.

Travel arrangements

H1.3 Before each business trip (including those undertaken by employees who are required to camp overnight as part of their duties), employees must generate, and gain approval for, a travel budget. The budget includes components for accommodation, meals and incidentals calculated consistent with rates promulgated within Defence. These rates will be reviewed and adjusted by the Secretary from time to time.

H1.4 When an employee is provided with either accommodation or meals, or both, at official expense, their travel budget must be reduced by the relevant components for the accommodation and/or meals provided.

H1.5 All employees who expect to travel for Defence are to obtain a DTC. For those employees who are required to travel on short notice, and have not obtained a DTC, the budgeted amount is to be paid by electronic funds transfer into a financial institution account nominated by the employee, normally prior to departure.

H1.6 Employees can withdraw cash using the DTC, as per the following:

- a. up to the budgeted amount for meals and incidentals; and
- b. up to the budgeted amount for accommodation, if the provider does not accept the DTC. In this circumstance, the employee is to obtain and submit a receipt for travel acquittal purposes.

H1.7 Where an employee has obtained cash in respect of a journey that is subsequently cancelled or reduced in length, the employee is liable to repay the amount in excess of entitlements.

H1.8 The travel delegate may approve additional budget where they are satisfied that the budgeted amount will be insufficient for the expenses likely to be incurred. In assessing requests for additional budget, the travel delegate is to take into account all costs in the journey.

H1.9 Where an employee travelling on official business takes leave due to personal illness/injury and is unable to return home, the travel delegate may agree to the continued provision of budget to cover expenses as if the employee had remained on duty. Similarly, where the employee is critically or dangerously ill, the travel delegate may approve the payment of fares and reasonable expenses for a member of the employee's immediate family to be with the employee.

H1.10 After a period of 21 continuous days (inclusive of weekends) in the one locality, employees are entitled to a reviewed rate of travelling allowance. Continuity for this purpose is not broken where an employee is informed that the period of duty in that locality will extend beyond 21 days and returns to their home locality either for official business or weekends, provided that the break is not more than seven days (inclusive of a weekend). A period of approved leave does not break continuity in the one locality.

H1.11 **Accommodation Standards.** In providing travel budget for accommodation for employees on official business, Defence aims to ensure sufficient funds are available to obtain accommodation of a reasonable standard. In doing so it acknowledges the provisions available to delegates to approve additional budget under paragraph H1.8 where the standard amount for a location as set by Defence is not sufficient to obtain a reasonable standard of accommodation.

H1.12 **Class of air travel.** Employees required to travel between localities in Australia travel Economy class. The Secretary may approve a higher class of travel where satisfied that special circumstances exist.

H1.13 Executive Level 2 (S&T Level 8) employees are entitled to the same class of travel as generally applies to Senior Executive Service employees.

H1.14 **Part day travel.** An employee who travels on official business for a period of not less than 10 hours, but is not absent overnight, receives part day travelling allowance (PDTA). For taxation reasons, the payment of PDTA must be made through payroll and cannot be obtained through the DTC.

H1.15 PDTA is to be calculated on the basis of the capital city lunch and incidental components of the travel budget. The payment for PDTA is \$40, or the capital city lunch component plus incidentals, whichever is the greater. The rate of PDTA payable is to be reduced by the meal component of the travel budget where an employee is provided with a meal at official expense, for example at a workshop or training course, and the employee would otherwise be entitled to full payment of PDTA.

H1.16 An employee, who is not eligible for PDTA, is to be reimbursed for reasonable additional out-of-pocket expenses incurred while performing duty temporarily away from their normal place of work.

Travel time

H1.17 Paragraphs F2.10 and F2.11 cover arrangements that enable employees who travel on official duty to have the travel time recorded as either flextime or time off in lieu.

Excess travelling time (ETT)

H1.18 Employees performing duties classified as APS1-APS6 are eligible to claim ETT when they are:

- a. temporarily relocated; and
- b. not receiving an approved travel budget; and
- c. incurring additional travelling time (as per paragraph H1.19).

H1.19 ETT is not to be paid unless the additional time spent in travelling exceeds one half hour in any day or a total of two and one half hours in any fortnight. ETT is paid at the rate of single time for travel on Monday to Saturday, and time and one half for travel on a Sunday or public holiday. Eligible employees may elect to receive a credit of flextime or use time off in lieu as an alternative to payment of ETT.

Motor vehicle allowance

H1.20 The Secretary may give approval for an employee to use a private car, owned or hired by the employee, at their own expense and risk, for official purposes. This action must result in greater efficiency or less expense to Defence. No employee can be compelled to use a private vehicle.

H1.21 Once approval is given in accordance with paragraph H1.20, the employee is entitled to payment of Motor Vehicle Allowance (MVA).

H1.22 The rates for MVA may be reviewed and adjusted by the Secretary from time to time. Defence will move to a single rate of MVA (the lowest rate) in March 2011.

Staying in Service accommodation

H1.23 Except as provided in paragraph H1.26, APS employees cannot be directed to use Service accommodation.

H1.24 In providing an approved travel budget, Defence expects that employees find accommodation close to the place where they will be performing work. Where the work to be performed is on or near a Service establishment then the use of available Service accommodation is encouraged, but within the spirit of paragraph H1.23. This is especially the case where use of a Service mess would be more convenient and cheaper than travel to a nearby town and in more isolated areas where Service establishments are located some distance from urban centres. In addition, experience of a mess environment can assist integration of the

ADO by giving employees an opportunity to gain a more complete picture of the activities at a particular Service base, enhancing their understanding and knowledge of the ADF and Service life.

H1.25 Employees who agree to stay at a Service mess for short periods and are accommodated without charge only receive the incidental component of the travel budget. Costs associated with any supplementary messing and subscription charges levied against them by the mess may also be included in the travel budget. Where for reasons directly associated with the duty it is not practicable for some meals, e.g. lunch, to be taken at the mess, the appropriate meal component may be included in the travel budget – to be approved by the travel delegate.

H1.26 The use of Service accommodation is an integral part and consequently a pre-condition for APS employee attendance at certain Defence sponsored activities, such as training and development courses (including adventurous training), exercises and demonstrations. Such activities do not include the provision of civilian logistical support to military exercises where the affected APS employees are not direct participants in those exercises.

H1.27 While employees are participating in adventurous training sponsored by Defence, they are on duty. Such participation is voluntary. Overtime and flex time provisions do not apply while employees are on adventurous training.

H2 Relocation Assistance

Principle

H2.1 Employees and their families who relocate to take up engagement, or who are required by Defence to relocate with their employment, are to be assisted with the costs of the relocation.

H2.2 The Secretary may approve a package of relocation assistance to assist an employee with the costs of relocation within Australia. Relocation assistance for employees relocated overseas is provided in accordance with Section H10.

H2.3 The assistance provided to an employee is based on the reasons for relocation and the employee's income, family composition and living circumstances at both the pre- and post-relocation locality. Relocation assistance is not intended to duplicate the living and lifestyle circumstances of the pre-relocation locality at the post-relocation locality.

H2.4 Subject to H2.2, H2.3 and H2.10, the relocation assistance approved by the Secretary may provide some or all of the following:

- a. a pre-relocation visit or visits aimed at familiarising the employee with the new locality and reducing the overall costs to Defence;
- b. travel to the new locality (and, where required, return travel) by the most appropriate and economical means including the payment or reimbursement of costs by way of fares or motor vehicle allowance together with accommodation and meal costs en route where these are necessarily incurred;
- c. removal and/or storage of personal and household effects (including removal of domestic pets) to the new locality (and, where required, a return removal) together with any short term accommodation, meal and incidental costs required at the pre- and post-relocation locality because of the removal arrangements;
- d. reimbursement of any substantiated loss on the sale of personal and household effects in lieu of their removal to the new locality;
- e. temporary accommodation, within prescribed rent ceilings and time limits, at the new locality together with assistance with meal and incidental costs for employees who maintain dependants at the former locality;
- f. an advance of salary to cover the cost of bond monies connected with securing temporary accommodation;
- g. for employees who are temporarily relocated, reimbursement of costs, excluding rates, land tax and insurance, where the employee's home at the pre-relocation locality is left unoccupied;
- h. reimbursement of certain costs (as determined by the Australian Government Solicitor or other authorised provider) associated with the sale and purchase of homes in the pre- and post-locality;

- i. where the scholastic progress of a child's education would be prejudiced because of relocation, reimbursement of the tuition and/or boarding costs in avoiding disruption to the critical years (defined as years 9, 10, 11 and 12) of a child's secondary education, and assistance with the costs of reunion visits for the child;
- j. where an employee is at the new locality alone and maintains dependants at the former locality, up to six visits per annum (or on a pro rata basis where the relocation is for less than 12 months) for the purposes of reunion;
- k. reimbursement of the costs incurred in the connection and reconnection of telephone services;
- l. reimbursement of the costs incurred in transferring the registration of one vehicle and the employee's drivers licence; and
- m. subject to the removal of personal and household effects, the payment of a disturbance allowance to assist with costs associated with the relocation that are not otherwise met.

H2.5 Rates applicable to elements of relocation assistance will be reviewed and adjusted by the Secretary.

H2.6 An employee who requests and receives approval to relocate for personal reasons may be provided with relocation assistance as determined by the Secretary.

H2.7 In extenuating circumstances, the Secretary may approve additional assistance to that available at H2.4 for an employee.

H2.8 The Secretary, in consultation with DGPPEC, may approve additional relocation assistance to facilitate the relocation of a group of employees. This provision extends to the development of specific relocation 'packages' to meet the organisational needs of particular Groups and/or workplaces. Defence will consult with the NWRC on the development of these packages.

H2.9 An employee in receipt of relocation assistance is to advise the Secretary of any change in their family composition or living circumstances that may affect their assistance.

H2.10 Defence intends to introduce new forms of relocation assistance during the life of this agreement and will consult with the NWRC, including on the definitions of inter and intra city relocations, prior to implementing any substantial changes, at which time paragraph H2.4 will cease to have effect.

H3 Location of Defence employment

Principle

H3.1 Defence activities may be relocated within Australia in order to maintain capability or in the interests of effective administration. Through the Secretary/CDF, and subject to Section C1 of this Agreement, Senior Executives are responsible and accountable to Government for the effective and efficient operation of Defence business including decisions on where Defence employment will be located.

H3.2 Where relocation is inter-city, employees are to be given a reasonable period of notice of relocation and are entitled to elect whether they relocate with their positions to the new locality or remain in the former locality. Where they elect to relocate they are entitled to relocations assistance in accordance with H2 of this Agreement. The redeployment and retrenchment provisions of Part C of this Agreement cover employees who elect not to relocate with their positions.

H3.3 Where relocation is intra-city, employees are required to relocate with their positions. Defence does not compensate employees for the additional travel time or travel costs involved in intra-city relocations unless the Secretary determines exceptional circumstances exist. Approval of assistance in this circumstance must take into account the community standard that employees are responsible for the costs of getting themselves to and from work.

H3.4 Except at the discretion of the Secretary, employees being temporarily relocated, changing positions, being promoted to or employed on work that by its nature involves relocation from time to time, are not covered by these provisions.

H3.5 **Transitional provisions** – employees receiving assistance as a result of a relocation decision made prior to the commencement of this Agreement are eligible to continue to receive that assistance for the duration of the period negotiated as part of that relocation.

H4 Employment support for Partners

Principle

H4.1 Defence provides employment support to employees who are the partners of members of the Australian Defence Force who are required to relocate in the interests of Defence. The purpose of partner employment support is to ameliorate the financial disruption caused to employees and their households in relocating with Defence and to assist with retention.

H4.2 Where an employee is relocated in the interests of Defence and their partner chooses to relocate with the Defence employee, Defence will assist that partner to identify potential Defence or other APS employment opportunities in the new location. This support is also provided to partners of ADF members.

H4.3 The level of assistance provided by Defence varies depending on whether the partner is already an APS employee.

H4.4 Assistance to Defence employees and other APS employees includes:

- a. access to information on suitable vacancies within Defence;
- b. access to temporary employment registers;
- c. assistance with writing résumés;
- d. access to computers where available;
- e. circulating résumés to areas that could use the skills of the employee; and
- f. provision of contact details for other agencies in the region, where known.

H4.5 Assistance to partners who are not APS employees includes:

- a. access to temporary employment registers;
- b. access to Public Service Gazette and Defence Staff Vacancies; and
- c. assistance in writing résumés.

H4.6 Employment assistance, on the same basis as that provided to partners, is to be provided to other members of the employee's household who relocate with the Defence employee.

H4.7 Should an employee relocate on posting overseas, they are cautioned that employment of their partner in many countries is prohibited by the respective local law. Consequently, they must not anticipate that their partner will be able to secure paid employment in the locality of posting overseas. Assistance may be provided through the Embassy or High Commission where available and practical.

H4.8 Notwithstanding the assistance outlined above, the merit principle still applies to all Australian Public Service engagements and promotions.

H5 Occupancy of Commonwealth housing

Principle

H5.1 Except in very limited circumstances Defence is not responsible for the provision of housing for employees.

H5.2 Defence does not accept responsibility for housing its APS employees. The normal form of assistance to employees who are engaged or relocated is via the RA provisions at Section H2 and the commercial housing market. Notwithstanding this, the Secretary may approve, in certain limited circumstances, the provision of housing, including the use of available Defence Housing Authority (DHA) stock. The Secretary must be satisfied that:

- a. there are particular recruitment and/or retention issues associated with the staffing of a key position(s) in a locality;
- b. there is no viable rental market in the immediate vicinity of the locality; or
- c. the employee has an obligation to supervise personnel or property (such as caretakers etc).

H5.3 Occupancy of DHA housing. Employees who occupy DHA housing are to do so on the same basis as a member of the ADF in terms of the standard of housing allocated, the rental contribution and the tenancy arrangements for the occupancy.

H5.4 Occupancy of other Commonwealth housing. An employee who resides in non DHA housing, whether owned or leased by Defence, may be required to pay a contribution toward the accommodation, as determined by the Secretary.

H5.5 Supervision of property. Where an employee resides in housing made available by Defence, and also has an incidental obligation of supervision or general control over personnel or property, the rental contribution is not to exceed 10 per cent of the employee's fortnightly net salary after taxation and superannuation.

H6 Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;
- b. employees who retire within five years of a relocation where such a provision was provided for in that relocation package; or
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.

H7 Working in remote localities

Principle

H7.1 Defence is committed to assisting its employees in remote localities to offset difficulties that arise from the physical and social isolation of living and working in such localities, the additional cost associated with accessing schooling and specialist and emergency medical treatment away from the locality and reuniting with family at critical times.

Dependant eligibility

H7.2 For the purposes of remote locality assistance, a dependant is eligible provided that:

- a. for the purposes of district allowance and assisted leave fares allowance, the dependant's income, if any, is less than \$28,368 per annum; and
- b. for the purposes of assisted leave fares allowance, an eligible dependant does not include a child under the age of two years.

Remote locality entitlements

H7.3 To assist employees in remote localities, Defence provides a range of conditions comprising:

- a. district allowance;
- b. Assisted Leave Fares Allowance (ALFA) for the employee and each eligible dependant;
- c. additional leave as prescribed in paragraph F15.7 and Table H1;
- d. fares assistance, where necessary for:
 - (i) specialist and emergency medical or dental treatment;
 - (ii) emergency or compassionate travel within Australia;
 - (iii) children at school away from the employee's location; and
- e. an entitlement to seek transfer from the remote locality.

H7.4 The Secretary may declare a locality to be remote and determine conditions attached to that locality.

District allowance (DA)

H7.5 Employees stationed at remote localities are entitled to payment of DA. The rate of DA may be reviewed and adjusted by the Secretary from time to time.

H7.6 The rate of DA for an employee is at the 'with eligible dependants' rate if the employee has one or more eligible dependants.

H7.7 An employee whose spouse or partner is also entitled to payment of DA from Defence while stationed at the same remote locality, is to be regarded as an employee without eligible dependants.

H7.8 Employees travelling to a remote locality are not eligible for DA for the first 21 days.

H7.9 Employees continue to receive DA while on annual leave, provided they were entitled to payment on the day immediately prior to commencement of leave.

Assisted leave fares allowance (ALFA)

H7.10 Defence provides assistance with the costs for employees to travel from remote localities for leave of absence. This is provided by way of ALFA which:

- a. provides an annual payment to employees in identified remote localities;
- b. is calculated using the current Defence Economy air fare (including transfers where the locality is not directly serviced by air) to the nearest capital city in Australia. Note: Adelaide is the nearest capital city for employees in the Northern Territory;
- c. is grossed up to the top marginal tax rate (as opposed to the employee's marginal rate) to preserve the net value of the assistance; and
- d. is payable for the employee and each eligible dependant over two years of age.

H7.11 The rate of ALFA for each locality is to be determined by the Secretary from time to time in accordance with paragraph H7.10.

H7.12 Where the accompanying spouse or partner of an employee is also employed by the Commonwealth (including as a member of the ADF) and has a similar entitlement under their own workplace conditions, the Defence APS employee may only claim ALFA in respect of themselves and any other eligible dependant for whom no equivalent eligibility has been claimed by the spouse or partner.

H7.13 The allowance is payable on each anniversary of commencement at the locality. The anniversary of commencement is to be:

- a. deferred by any periods of leave not to count as service;
- b. deferred by any completed months of continuous service in other than an identified remote locality;
- c. deferred by any completed months of continuous service with another Agency; and
- d. not deferred by periods of Defence Reserve Service.

H7.14 Where an employee moves between remote localities, ALFA continues to be payable on the relevant anniversary of commencement at the first locality. Payment is, however, based on the rate applicable to the employee's location at the date of accrual.

H7.15 Part-time employees and employees undertaking a graduated return to work are eligible to receive ALFA at the equivalent rate of full-time employees.

H7.16 Non-ongoing employees are eligible for ALFA for each completed 12 months of continuous service with Defence.

Additional Annual Leave

H7.17 Employees stationed at remote localities are entitled to additional annual leave as per Table H1. The additional leave is credited fortnightly, in addition to the employee's normal accrual under paragraph F15.5.

Table H1: Additional Annual Leave

Localities	Additional Weeks Leave
Qld: Cairns, Innisfail, Townsville, Tully	0.4
Qld: Shoalwater Bay	0.6
NT: Alice Springs, Darwin SA: Woomera WA: Exmouth, Karratha, Kununurra	1.0
NT: Katherine	1.4

Other fares assistance

H7.18 For the purpose of other fares assistance, close relative means:

- a. an employee's spouse or partner, child, parent, sister or brother (including of the employee's spouse or partner); or
- b. any other person who is, by reason of the special circumstances of a particular case, approved by the Secretary as a close relative of an employee or the employee's partner.

H7.19 The Secretary is to approve fares assistance where an employee, or an eligible dependant who resides with the employee, stationed at a remote locality travels:

- a. to a location where a close relative is critically ill or dies; or
- b. where it is necessary for travel from the locality for specialist or emergency medical or dental treatment because there is no suitable resident medical specialist and/or practitioner or dentist at the locality.

H7.20 Employees are provided with assistance on a reimbursement basis for return travel to the appropriate locality. Where a close relative is critically ill or dies overseas, the appropriate locality is to be the nearest Australian international airport. Employees are required to provide documentary evidence to support claims for reimbursement.

H7.21 Employees are not reimbursed fares where they have entitlement to assistance under a community scheme. However, employee contributions required under a community scheme will be reimbursed.

H7.22 Employees who have an entitlement to reimbursement of fares for themselves or a dependant, or would have an entitlement but for a community scheme for medical or dental purposes, may be entitled to reasonable receipted accommodation costs where they are not able to return to the locality on the same day. Employees are only to be reimbursed that part of the accommodation costs not met under a community scheme.

H7.23 If it is necessary for a sick or injured person or a child to be accompanied by an attendant, reasonable transport and accommodation costs, in accordance with the conditions outlined in this Agreement, are to be reimbursed.

H7.24 **Travel other than by air.** Where the use of a private motor vehicle is approved, Motor Vehicle Allowance as set out in the Travel Budget Calculator is payable up to the costs that would have been incurred had the travel been undertaken at Departmental expense.

H7.25 **Compassionate travel.** The Secretary may, on application by an employee and where considered reasonable in the special circumstances of the case, approve payment or partial payment of the cost of transport, or the fares, for travel from a remote locality for any other reason.

H7.26 **Reunion travel for school children.** Where a child of an employee attends school outside the remote locality, reimbursement for return travel three times a year is paid. An additional fare may be approved by the Secretary, where satisfied that there are special circumstances requiring an additional reunion visit.

H7.27 **Special education costs allowance for employees at Woomera and Exmouth.** The Secretary may approve, for employees at Woomera and Exmouth with children in years 9, 10, 11, or 12 and, having regard to individual circumstances, for any other years reasonable additional education costs, where dependent children undertake their education either within or away from these localities.

H8 Special conditions – employees required to reside on-site

H8.1 Where employees are required by Defence to reside on-site special conditions as outlined in paragraphs ANNEX B apply.

H9 Special conditions for employees working at identified localities

H9.1 These provisions recognise the exceptional circumstances associated with working in certain Defence localities which do not have easy access during official hours to reasonable community services and facilities.

H9.2 The provisions do not detract from, or diminish, the long-standing industrial principle and community standard that, generally, it is an employee's responsibility to get themselves to and from work in their own time and at their own expense.

H9.3 Eligibility of a locality for Special Defence Localities Allowance (SDLA) is based on:

- a. the difficulties faced by employees at the locality in accessing community services and facilities which might reasonably be required by an employee during working hours and which are not otherwise accessible outside working hours; and
- b. the distance of the locality from the nearest centre with reasonable services.

H9.4 Employees working at an SDLA locality are entitled to an allowance as shown in Table H2. Employees on official travel to an SDLA locality are not entitled to receive SDLA.

Table H2 – Special Defence Localities Allowance

State	Locality	Amount \$ per fortnight
QLD	Oakey Army Aviation Centre	48.64
QLD	JLU-SQ Wallangarra	144.40
QLD	Shoalwater Bay Training Area	118.56
SA	Port Wakefield Proof & Experimental Establishment	255.36
SA	Woomera (including the Woomera Test facility)	118.56
TAS	Fort Direction	50.16
VIC	Graytown Proof & Experimental Station	152.00
WA	ADSC Station, Geraldton	103.36

H9.5 Employees who qualify for SDLA are eligible to continue to receive SDLA while on approved leave with pay or when travelling on duty away from the locality. Where an employee is temporarily relocated from the locality, whether in receipt of ARP or not, SDLA ceases for the period of temporary relocation.

H9.6 **Transitional arrangements.** From the commencement of this agreement employees at RAAF Base Pearce are to receive SDLA of \$41.54 per fortnight up to, and including, the day immediately prior the date of effect of the pay increase specified in G2.1(a), at which time the SDLA payment ceases.

Support

H9.7 In addition to the payment of SDLA, employees stationed at localities included in Table H1 may be allowed reasonable time off during official hours to access services and facilities (such as medical, dental, postal and government services) away from the work locality, where such services and facilities are not reasonably accessible outside official hours including during standard lunch breaks.

H9.8 Time off in these circumstances is at the discretion of supervisors and subject to operational requirements. These absences from the work place are to be agreed informally between the employee and their supervisor, and are not treated as an absence under the Defence flexible working hours arrangement. Supervisors are to take into account the availability of reliable access to the internet for personal banking purposes using Defence's facilities.

H9.9 The provisions at paragraphs E5.10 and F28 are important in offsetting in part the employees' isolation from reasonable community services.

H9.10 Recognising that some of those localities previously eligible for Isolated Establishments Transitional Payments (IETP) are some distance from a reasonable level of community services, supervisors are encouraged to provide employees in these localities with maximum flexibility in accessing:

- a. flexible working hours, including flex credits;
- b. time off in lieu;
- c. single days of annual leave;
- d. Defence facilities as outlined in paragraph F28; and
- e. the internet for personal banking purposes.

H9.11 **Transport Allowance.** Employees who, at the date of commencement of this Agreement, are entitled to receive Transport Allowance for travel to an establishment, continue to receive that Transport Allowance for the life of this Agreement.

H9.12 **Special Provisions for employees at HMAS Stirling.** Defence will continue to provide a shuttle service to run at regular intervals between the mainland and the different working locations on Garden Island, inclusive of the RANAWED Office and RANAWED Explosives, while the Secretary is satisfied with the level of patronage. The effectiveness of the service is to be subject to periodic consultation with employees and their representatives.

H10 Working overseas

H10.1 The Secretary may determine additional conditions of service for employees travelling and working overseas on short-term duty, long-term postings or in support of a specified ADF operation.

H10.2 Assistance and rates of allowances applicable to overseas service are reviewed and adjusted by the Secretary from time to time having regard to advice about changes in the costs incurred by employees who are performing duty overseas. Other than routine and administrative adjustments, changes to the basis of overseas conditions and entitlements are, subject to security requirements, subject to consultation between the parties to this Agreement before they are implemented.

PART I – Operation of this Agreement

I1 Technical matters

11.1 Commencement. This Agreement will commence on the date seven days after it has been approved by Fair Work Australia (FWA).

11.2 Application. This Agreement applies to all APS employees of Defence excluding SES and equivalent employees, employees who are parties to a comprehensive AWA that is still in operation, and employees locally engaged for employment at overseas posts.

11.3 Duration. This agreement has a nominal expiry date of 30 June 2011.

11.4 This Agreement is comprehensive and provides the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under Commonwealth law. From the commencement of this Agreement, a party to 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 operation of this Agreement, except where consistent with the terms of this Agreement.

11.5 The parties to this Agreement are:

- a. The Secretary of the Department of Defence;
- b. APS employees of the Department of Defence who are covered by this agreement under paragraph 11.2; and,
- c. subject to the decision of Fair Work Australia:
 - (i) Association of Professional Engineers, Scientists and Managers, Australia;
 - (ii) Australian Salaried Medical Officers' Federation;
 - (iii) Australian Workers' Union;
 - (iv) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
 - (v) Civil Air Operations Officers' Association of Australia;
 - (vi) Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
 - (vii) Community and Public Sector Union;
 - (viii) Construction, Forestry, Mining and Energy Union;
 - (ix) Liquor, Hospitality and Miscellaneous Union;
 - (x) Media, Entertainment and Arts Alliance;
 - (xi) National Union of Workers; and
 - (xii) Transport Workers' Union of Australia.

11.6 It is acknowledged that employment is subject to the provisions of the following Acts (and Regulations or Instruments made under the Acts) including:

- a. *Fair Work Act 2009*;
- b. *Public Service Act 1999*;
- c. *Public Employment (Consequential and Transitional) Amendment Act 1999*;
- d. *Long Service Leave (Commonwealth Employees) Act 1976*;
- e. *Maternity Leave (Commonwealth Employees) Act 1973*;
- f. *Superannuation Act 1976*;
- g. *Superannuation Act 1990*;
- h. *Superannuation Guarantee (Administration) Act 1992*;

- i. *Superannuation Act 2005*;
- j. *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
- k. *Superannuation Productivity Benefit Act 1988*;
- l. *Safety, Rehabilitation and Compensation Act 1988*;
- m. *Occupational Health and Safety Act 1991*; and
- n. *Superannuation Industry (Supervision) Act 1993*.

11.7 The rates of the following allowances will not be less than the rates specified in the *Australian Public Service Award 1998* as in force on the date this Agreement takes effect:

- a. the total daily rate of travelling allowance, including all meals and incidentals components, noting that Defence directly pays for accommodation;
- b. overtime meal allowance; and
- c. district allowance.

12 Application of provisions of this Agreement

12.1 Defence will issue supporting policy, advice, instruction or guidance to support the implementation and application of this Agreement.

12.2 Such policy, advice, instruction or guidance cannot change a term or condition of employment contained in this Agreement.

12.3 This Agreement contains a number of 'Principles' paragraphs, in shaded text, prior to the beginning of a number of substantive clauses. Those 'Principles' paragraphs are not intended to impose legal obligations on Defence, the employees or employee organisations covered by this Agreement. The 'Principles' paragraphs provide guidance as to the policy objectives underpinning the relevant clause, and may be used as an aid in interpreting the substantive provisions of the relevant clause.

12.4 This Agreement displaces the Defence Occupational Health & Safety Agreement 2001.

12.5 **Flexibility term.** Subject to receiving written advice from DGPS that the arrangement can be implemented, the Secretary may agree to an arrangement varying the effect of this Agreement. Such arrangements:

- a. may be about arrangements when work is performed and/or allowances;
- b. must be genuinely entered into by Defence and the employee;
- c. may only supplement the employee's conditions under this Agreement and must result in the employee being better off overall than if the arrangement were not entered into;
- d. must be in writing and signed by Defence, the employee, and, if the employee is under 18 years of age, the parent or guardian of the employee;
- e. must otherwise comply with section 203 of the FW Act; and
- f. may be terminated unilaterally with 28 days notice or by agreement at any time.

13 Authority of the Secretary

13.1 The Secretary may in writing delegate any power or function under this Agreement to another person. The Secretary may make directions as to the exercise of the delegated power or function. The Secretary may, in exceptional circumstances, delegate those powers that have been directly conferred in this Agreement to identified roles, positions or persons. Head People Policy and the Director General Personnel Policy and Employment Conditions may in writing sub-delegate to a person (second delegate) any power or function delegated to them by the Secretary, subject to directions, provided that where the delegation from the Secretary is subject to directions in relation to the exercise of the power or function, corresponding directions must be given to the second delegate.

13.2 The Chief Executive Officer Defence Materiel Organisation may in writing sub-delegate to a person (second delegate) in the DMO any power or function delegated to them by the Secretary, subject to directions, provided that where the delegation from the Secretary is subject to directions in relation to the exercise of the power or function, corresponding directions must be given to the second delegate.

13.3 Paragraphs 13.1 and 13.2 do not limit the power of the Secretary to authorise a person to act for and on his behalf.

13.4 Any decision made, including decisions to delegate powers, will not be invalid merely because the decision was made before this Agreement took effect.

13.5 Consistent with the APS Values, decision-makers under this Agreement are to avoid conflicts of interest. Where a decision may confer a personal benefit to the decision-maker, the decision is to be made by another decision maker at a higher classification.

13.6 **Heightened security.** Under the duty of care responsibilities of the Secretary, the Secretary may, from time to time, issue instructions, and ensure appropriate and timely training is provided, in support of meeting particular security requirements for the protection of employees and all other persons at Defence premises, as well as protecting Defence establishments. Employees are reminded that any reasonable requirements contained in these instructions from the Secretary constitute a lawful and reasonable direction for the purposes of the Code of Conduct contained in the *Public Service Act 1999* (PS Act).

14 Dispute Prevention and Settlement Procedures

Principle

14.1 The objectives of these procedures are:

- a. the prevention and resolution of disputes about matters arising in the workplace, including disputes about the interpretation or implementation of this Agreement and the National Employment Standards by measures based on the provision of information, explanation, consultation, negotiation and cooperation;
- b. the speedy and just resolution of disputes; and
- c. the resolution of disputes at the lowest practicable level by management, employees and their representatives.

14.2 It is not generally the objective of these procedures to cover individual grievances and related employment matters which are not about the interpretation or application of this Agreement. Defence encourages the use of the internal Alternative Dispute Resolution processes to address grievances and resolve disputes at the workplace level.

14.3 Disputes about matters arising in the workplace, including disputes about the interpretation or implementation of this Agreement and the National Employment Standards should be dealt with in accordance with the following process:

- a. in the first instance, an employee or their representative is to discuss the dispute with their supervisor;
- b. if discussions at the workplace level do not resolve the dispute, it should be referred to more senior levels of management for resolution; and
- c. subject to paragraphs 14.4 and 14.7, where a dispute remains unresolved:
 - (i) the parties to the dispute may agree to refer the dispute to Fair Work Australia (FWA); or
 - (ii) a party to the dispute may apply to FWA to conduct a dispute resolution process in accordance with the terms of this Dispute Prevention and Settlement procedure.

14.4 FWA may only deal with a dispute which has not already been dealt with and is not being dealt with, by any other jurisdiction with respect to the individuals involved in the dispute.

14.5 FWA may exercise any powers it has under Chapter 5 Part 5-1 Division 3 of the FW Act as are necessary for the just resolution or determination of the dispute.

14.6 An employee may choose to be represented at any stage, or at all stages, of this process. Either party to a dispute may be assisted and represented at any stage in the dispute process in FWA on the same basis as applies under section 596 of the FW Act.

14.7 All parties to a dispute under this section must participate in good faith.

14.8 Nothing contained in this process will prevent Defence, employees or their representatives, from entering into negotiations at any level if it seems likely to help resolve the problem. Where Defence, an employee or their representative does this, they must advise the other party to the dispute.

14.9 Without prejudice to either party to the dispute, except where a bona fide safety issue is involved, each party to a dispute must, at all times, continue to perform its obligations under this Agreement, and in accordance with established custom and practice at the workplace. Where a bona fide safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, will accept reassignment to alternative suitable work in the meantime.

14.10 Decisions of the Secretary about the approval, non approval or quantum of Building Defence Capability Payment, including decisions about non-financial conditions, in accordance with Section G5, are discretionary and are not subject to these Dispute Prevention and Settlement Procedures.

14.11 Rights, liabilities and obligations accrued under the previous collective agreement are not affected by the making of this Agreement. Where, at the time this Agreement is made, there is any dispute about the rights, liabilities or obligations applicable under the terms of that previous agreement that dispute may be pursued in the appropriate jurisdiction.

Referral of Dispute to Fair Work Australia

14.12 Subject to paragraph 14.5, FWA may deal with the dispute in two stages:

- a. FWA 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 FWA is unable to resolve the dispute at the first stage, FWA may then arbitrate the dispute and make a determination that is binding on the parties.

14.13 Any decision or direction FWA makes in relation to a dispute will be accepted by all affected persons, and the parties to a dispute agree to comply with any decision or direction, including procedural directions. Subject to paragraph 14.14 a decision of FWA determining the dispute will be accepted as settlement of the dispute by all parties to that dispute.

Appeal of decision or direction

14.14 A party to a dispute may appeal a decision of FWA in determining the dispute in accordance with the provisions of the FW Act.

Costs

14.15 Unless otherwise agreed, each party to a dispute will bear its own costs in relation to the dispute settlement process, except in the circumstances where the FWA may order a party to bear costs in accordance with section 611 of the FW Act.

15 Freedom of Association

15.1 Defence recognises that employees are free to choose whether or not to join a union.

15.2 Employees who choose to be members of a union have the right to have their industrial interests represented by that union, and will not be disadvantaged or discriminated against for doing so.

15.3 Employees who choose not to join a union will not be disadvantaged or discriminated against, including in terms of representation, in respect of any term or condition of this Agreement, including the Dispute Avoidance and Settlement Procedures set out in this Part.

16 Review of decision to terminate employment

16.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- a. Parts 3-1 and 3-2 of the FW Act;
- b. other Commonwealth laws (including the Constitution); and
- c. at common law.

16.2 Termination of, or a decision to terminate employment, cannot be reviewed under the Dispute Prevention and Settlement Procedures set out in Section 14 of this Agreement.

16.3 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 section 123(1)(b) of the FW Act, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the APS Code of Conduct under section 15 of the PS Act.

17 Separation

17.1 An employee may consent to separate from their employment on terms agreed with the Secretary, subject to consultation with the relevant union, which is to be advised of the circumstances leading to the proposed separation, respecting privacy and freedom of association principles. This provision will not be used to enhance a redundancy benefit or where the employment would otherwise be terminated, without the consent of the employee, pursuant to section 29(3) of the PS Act.

18 Glossary

Alternative Dispute Resolution (ADR) encompasses a range of dispute resolution techniques including mediation, workplace conferencing and facilitated negotiation. All ADR interventions are centrally administered for Defence through the Fairness and Resolution Branch within the People Strategies and Policy Group.

APS means the Australian Public Service.

APS employee means a person engaged as an APS employee under the *Public Service Act 1999*.

Business case refers to the documentation that supports a proposed organisational change initiative. Such a document may include discussion and analysis of benefits, options, risks and costs that will allow an informed decision.

Change Manager means a person who is nominated to manage the employee aspects of change within a Group. This includes formulating a Staff Transition Plan and overseeing reassignment, redeployment and possible retrenchment of affected employees. Refer Part C – Managing Organisational Change.

Choice of Superannuation Fund means the choice of fund requirements specified in Part 3A of the *Superannuation Guarantee (Administration) Act 1992*.

Consultation means that employees and their representatives not only receive information on workplace issues but also have an opportunity to contribute and have their views considered before changes are implemented.

DDWR is the Director Defence Workplace Relations within the People Strategies and Policy Group.

DECA means the Defence Enterprise Collective Agreement 2009, a collective agreement made in accordance with the *Fair Work Act 2009*.

Decision-making powers in DECA are conferred on the Secretary or directly on a group of people, such as **supervisors**. The Secretary may choose to delegate his decision-making powers to others, known as **delegates**. Decision-making powers conferred directly on a group of people (e.g. **supervisors**) cannot be delegated to another group of people. Decision-making powers are not to be raised above the person the power has been directly conferred or delegated to.

Decision-makers in DECA are those persons who exercise discretionary power. This can be done as a delegate of the Secretary or as persons who have the power directly conferred on them (e.g. **supervisors**).

Defence, Australian Defence Organisation (ADO) and Department mean the Department of Defence.

Delegate means a person who is formally given the Secretary's power to make a decision. A delegate is created through the formal approval of a written instrument of delegation. Delegates must exercise the delegated power by exercising their own discretion.

Dependant, in relation to an employee, means:

- a. the spouse or partner of the employee; or

- b. a child or parent of the employee, or of the spouse or 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.

DGPPEC is the Director General Personnel Policy & Employment Conditions within the People Strategies and Policy Group.

DGPS is the Director General People Services within the Defence Support Group.

DMO is the Defence Materiel Organisation.

DSG is the Defence Support Group.

DSTO is the Defence Science and Technology Organisation.

Employee means an APS employee, including casual employee, either full-time or part-time, employed by Defence under the PS Act, but excludes:

- a. statutory office holders;
- b. employees with classification in Groups 9, 10 or 11 of the Public Service Classification Rules 2000 (SES employees); and
- c. employees engaged under section 74 of the PS Act (Locally Engaged Employees).

Employee representative represents the collective views of employees in a workplace. Subject to the employee's choice these can include;

- a. a person who is elected or nominated to represent their views to management;
- b. an official or officer of a registered union or industrial association; or
- c. a workplace delegate of a registered union or industrial association.

Excess employee means an APS employee who has been declared and advised in writing that they are excess to the requirements of Defence.

An employee is an excess employee if:

- a. the employee is included in a class of employees employed in Defence, which class comprises a greater number of employees than is necessary for the efficient and economical working of the organisation; or
- b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the organisation or changes in the nature, extent or organisation of the functions; or
- c. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Secretary has determined that the provisions of this clause apply to that employee.

Family see **Immediate family**

First-level supervisor refers to the specific role and responsibilities supervisors must perform in the Performance Feedback Assessment & Development Scheme – see Section D3.

Flextime means the time an employee works, with the agreement of the employee's supervisor, in excess of standard hours for which overtime or other payment is not payable.

FWA means Fair Work Australia.

FW Act means the *Fair Work Act 2009*.

Group means one of the highest level organisational elements in Defence, such as Army, Chief Finance Officer Group and the Defence Science & Technology Organisation. The Defence Materiel Organisation is a Prescribed Agency under the *Financial Management & Accountability Act 1988* and is equivalent to a Group for the purposes of this Agreement.

Group Head means the individual who controls and directs a Group. The Chief Executive Officer of the DMO is a Group Head for the purposes of this Agreement. The Secretary and the Chief of the Defence Force can exercise all powers that are directly conferred to Group Heads in this Agreement.

Immediate family includes spouse, partner, former spouse or partner, child, adult child, parent, grandparent, grandchild, or sibling of the employee or of the spouse or **partner** of the employee. A parent includes a foster parent, step-parent or guardian. A child includes an adopted, foster, step- or ex-nuptial child.

The Secretary may consider that the definition of 'immediate family' be extended for a particular decision involving an employee where exceptional circumstances exist. This might include an employee who lives alone and has no-one to nominate as 'immediate family', may nominate one person, in similar circumstances, for the purposes of caring responsibilities. Another example may be 'kinship' family for the purposes of bereavement leave.

Key Expected Results (KERs) are an essential element of a performance agreement – refer to Part D - Performance.

Manager means an employee or member of the ADF who directs a range of human and physical resources and their associated financial responsibilities to achieve corporate objectives. A manager may have supervisory responsibilities for immediate subordinates which may include APS employees. A manager may also oversee the management of employees who are supervised and managed by the manager's immediate subordinates.

A manager performs the role of a **first-level supervisor** where they have immediate subordinates who are APS employees, as well as the role of a **second-level supervisor** where they have APS employees supervised by those subordinates.

Medical certificates and other supporting material. Acceptable medical certificates for the purposes of personal leave, personal leave for caring purposes, personal leave for caring purposes in an unexpected emergency, and compassionate leave includes certificates issued by:

- a registered medical practitioner or other health service provider such as a health practitioner where it is accompanied by a referral from a medical practitioner.
- a dentist, optometrist, optician, radiographer, physiotherapist, registered chiropractor, registered podiatrist, or registered nurse for the duration of an appointment. Periods for rest, treatment and/or recuperation beyond the actual appointment can only be certified by a registered medical practitioner, specialist or a dentist.

Other acceptable supporting materials which may be used for the purpose of personal leave, personal leave for caring purposes, personal leave for caring purposes in an unexpected emergency and compassionate leave include:

- a certificate from a pharmacist where it is not practicable to see a medical practitioner
- a statutory declaration where it is not practicable to see a medical practitioner
- a letter from a facility providing care to an employee's family member regarding the inability to provide care for a specified period of time,
- a letter from a health authority placing an employee or a member of the employee's immediate family or household in quarantine.

In the circumstance where a medical certificate provided by an employee's treating medical practitioner or specialist conflicts with that obtained from a Defence appointed medical practitioner, the latter will prevail.

The Secretary may determine other evidence to be acceptable.

Mutual responsibilities mean the responsibilities outlined in Section A3 which must be observed by employees and their supervisors. The Performance Feedback Assessment and Development Scheme (PFADS) outlines additional mutual responsibilities for employees and first- and second-level supervisors in Part D.

NWRC means the National Workplace Relations Committee which is made up of appropriate senior representatives, including ADF representatives, where appropriate, and employee representatives. The NWRC will meet quarterly and consider matters of a national nature relating to the employment of APS employees in Defence.

Occupational discipline includes different but related jobs, for example, employees trained as welders, mechanical engineers and production planners/schedulers may be found within the discipline of mechanical engineering. Similarly, employees with different educational and employment backgrounds may be employed within the discipline of human resource management.

OHS means Occupational Health and Safety.

Partner means a person who, regardless of gender, is living in a common household with the member in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

Performance agreement means an agreement between an employee and their supervisor and as approved by the second-level supervisor.

Performance Evaluation Process is a formal process undertaken where an employee fails to attain or sustain effective performance, or does not participate in a Performance Improvement Plan – refer to Section D7.

Performance Exchange is a formal meeting between an employee and their supervisor in which specific issues are discussed – refer Table D1.

Performance Feedback Assessment and Development Scheme (PFADS) is the performance management scheme for Defence – refer to Part D – Performance.

Performance Improvement Plan is a plan aimed at improving an employee's work performance – refer to Section D7.

Performance Rating is the scale used to determine performance progression in the Performance Feedback Assessment and Development Scheme. The ratings and their descriptions are located at ANNEX A to this Agreement.

PS Act means the *Public Service Act 1999*.

PSSap is the Public Sector Superannuation Accumulation Plan, a superannuation scheme established under the *Superannuation Act 2005*.

Reassignment refers to the filling of a substantively vacant position by assigning its duties to an ongoing APS employee who holds a classification at (or in some cases above) the level of the position. Under the PS Act, the Secretary has the authority to determine the duties of an employee, and place or places at which those duties are performed.

Redeployment refers to the process of locating alternative employment for an excess employee within Defence, the APS and the private sector - refer to Section C6.

Salary is an employee's rate of salary as specified in the salary scales at ANNEX D. Specifically, where salary sacrifice or purchased leave arrangements are in place, the employee's base salary for the purposes of superannuation and severance and termination payments will be determined as if the arrangement(s) did not exist. Nothing in the definition will prevent the allowances specified in ANNEX E forming part of salary for superannuation purposes or severance and termination payments.

Second-level supervisor refers to the specific role and responsibilities managers must perform in the Performance Feedback Assessment & Development Scheme – see Section D3.

Secretary means the Secretary of the Department of Defence and includes a reference to another person that the Secretary authorises to act on their behalf for the purpose of the provision in which the reference occurs.

Senior Executive Service (SES) and equivalent employees are employees whose classification is one of the classifications in Groups 9, 10 and 11 of Schedule 1 to the *Public Service Classification Rules 2000*.

Service Accommodation means barracks or similar kind of residential accommodation that is owned or controlled by the Commonwealth.

Spouse including a de facto spouse, means a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis.

Staff Transition Plan refers to the document which focuses on staffing action associated with a planned organisational change. It identifies the management objectives, processes, timeframes and responsibilities to implement the change.

Standard Weekly Hours means 37.5 hours for a full time employee, or the approved weekly hours for a part time employee.

Supervisor means an employee, member of the ADF, Exchange Officer or Senior Executive Service Level employee who has direct supervisory responsibilities for one or more APS employees. A supervisor also performs the role of a **first level supervisor** for all their immediate subordinates.

The Secretary may, in exceptional circumstances, determine that an individual not fitting into the definition above is a supervisor.

Term Transfer means a relocation of the employee for a specified period on the expectation that the employee will be assigned duties in a different geographic location at the end of the specified period (greater than 12 months and up to five years).

Training classifications has the same meaning as the *Public Service Classification Rules 2000*.

Travel delegate is the person approving the travel budget in accordance with Chief Executive Instruction 2.1.

Union means a registered union or industrial association.

Voluntary retrenchment refers to the agreement by an excess employee for their employment to be terminated under section 29 of the PS Act before the end of their retention period following an invitation to do so by the Secretary.

Work level standards means the work level standards applicable to Defence contained in the Defence Classification Manual.

VET means Vocational Education and Training.

ANNEX A – Rating Scale Descriptors

Results	Employee	Supervision	Executive leadership	Overall
Outstanding	Meets and far exceeds all KERs. This includes outstanding achievements beyond those expected of someone at their level that have clearly led to improvements in organisational productivity. Makes an outstanding contribution to the outcomes of the work group and Defence, and consistently models the Defence values , the APS Values , the APS Code of Conduct and Defence's Mutual Responsibilities to an exemplary standard and is proactive in encouraging others to do likewise.	Leads by example and continually demonstrates exceptional people and performance management skills, such that the performance of the work team has significantly grown with improved outcomes. Consistently acts in accordance with the supervisory responsibilities of the DECA.	Consistently produces outstanding results and improved Defence productivity through: <ul style="list-style-type: none"> - cultivating stakeholder relationships, strongly inspiring those around them and articulating a clear sense of organisational purpose; - tireless commitment to, and perseverance of, outstanding results and further innovation in the workgroup and Defence; - confident and persuasive communication to all audiences and showing the highest levels of accountability; and - proactive management of differences or conflict to promote a collaborative and supportive work environment. 	Overall, sustains performance at an outstanding level over the performance cycle and far exceeds all agreed standards.
Superior	Meets all and may exceed expectations in some KERs. Consistently makes a strong and valued contribution to the outcomes of the work group and Defence, and consistently models and actively promotes the Defence values , the APS Values , the APS Code of Conduct and acts in accordance with Defence's Mutual Responsibilities to a high standard.	Consistently demonstrates effective people management skills and completes all performance management responsibilities to a high standard. Creates a climate that supports and encourages team members to do their best and achieve or exceed required outcomes. Acts in accordance with the supervisory responsibilities of the DECA.	Consistently produces strong results and improved Defence productivity through: <ul style="list-style-type: none"> - building and sustaining constructive relationships and promoting organisational goals; - highly effective communication and consultation, and development of, or support for, innovative practices; - highly effective management of differences and conflict that supports a collaborative and supportive work environment; and - accepting responsibility, analysing own performance and actively seeking feedback and development opportunities. 	Overall, meets, and in some cases exceeds, the agreed standards over the performance cycle.
Fully Effective	Meets all or nearly all KERs. Consistently makes a valued contribution to the outcomes of the work group and Defence, and consistently upholds and promotes the Defence values , the APS Values , the APS Code of Conduct and acts in accordance with Defence's Mutual Responsibilities .	Demonstrates effective people management skills and completes all performance management responsibilities. Creates a climate that supports and encourages team members to do their best and achieve required outcomes. Acts in accordance with the supervisory responsibilities of the DECA.	Achieves results and contributes to productivity through: <ul style="list-style-type: none"> - building and sustaining constructive relationships and promoting organisational goals; - effective communication and consultation, and support for innovative practices; - effective management of differences and conflict; - accepting responsibility, analysing own performance and seeking feedback and development opportunities. 	Overall, meets the agreed standards over the performance cycle
Partially Effective	The majority of KERs are partially met or have not been met. Limited contribution to the work group and Defence. Lapses in performance have occurred, or at times has not upheld the Defence values , the APS Values , the APS Code of Conduct or acted in line with Defence's Mutual Responsibilities .	Periods where supervisory responsibilities have not been met, including those of performance management. Development is needed so that a climate which supports and encourages team members to do their best is consistently present.	Requires significant direction in producing results and some or all of the following may be evident: <ul style="list-style-type: none"> - difficulty in sustaining constructive relationships with internal or external stakeholders, or upholding professional behaviour; - a need for improvement to communication skills; - unclear or inconsistent understanding of organisational goals; - difficulty accepting contributions of others; - struggles to anticipate the impact of their actions and/or directions across the broader Defence; - may require guidance on their own performance. 	Some periods over the performance cycle where the agreed standard of performance has not been met. Further development and assistance is required to improve the level of performance.
Not Effective	The majority of KERs are not met. No meaningful contribution has been made to the work group and Defence. Performance has fallen well below the agreed standards and despite effort, has not improved or has not upheld, or has been inconsistent in upholding, the Defence values , the APS Values , the APS Code of Conduct and Defence's Mutual Responsibilities , and failed in any efforts to improve.	A consistent pattern of poor people and performance management. Despite training and guidance has consistently neglected core supervisory responsibilities.	Work does not always support organisational goals, resulting in waste of resources and/or poor quality results. Any or all of the following may be evident: <ul style="list-style-type: none"> - ineffective communication which may contribute to poor working relationships; - fails to accept responsibility for their own work; - unable to assess and adjust their own performance, despite feedback; - with support and guidance, improvement has not been evident. 	The agreed standard of performance not met for the majority of the performance cycle. Efforts to assist improvement have not been successful.

ANNEX B – Working Arrangements for Specified Work Groups

Irregular or intermittent employment (sometimes referred to as Casual employment)

Definition

1. Irregular or intermittent employment is used in Defence to meet staffing needs where the work to be performed is neither full-time nor ongoing in nature. It is commonly used for:
 - a. undertaking ad hoc relief work including cleaning, catering and stores; or
 - b. Defence Training Camp employees.
2. Irregular or intermittent employees are engaged under the *Public Service Act 1999* as non-ongoing employees.

Application

3. Where conditions in the body of this Agreement are inconsistent with those outlined below, the conditions of this annex prevail.

Pay

4. The hourly rate of pay for an irregular or intermittent employee is the hourly rate payable at the appropriate classification.
5. **Loading for Irregular or intermittent employment.** A loading of 25 per cent of the hourly rate of pay is to be paid to irregular or intermittent employees in lieu of all forms of leave (except long service leave). The loading is not payable on duty performed as overtime. Where an irregular or intermittent employee performs shiftwork, the loading is paid in addition to the shift penalty payments.
6. **Shift penalties.** Irregular or intermittent employees who are required to perform ordinary hours of duty according to a pattern of shifts that fall outside the span of hours, are entitled to shift penalty loading as specified in paragraph F10.2.
7. **Minimum payment.** The minimum payment for duty for an irregular or intermittent employee is four hours per day at the prescribed rate. Where more than one attendance is involved, the minimum payment is the total of the hours worked where it is greater than four hours.
8. **District allowance.** District allowance is payable to irregular or intermittent employees who are employed at a remote locality specified in Table H1.

Hours of duty (including overtime) – irregular or intermittent employees performing duties at a Defence Training Camp

9. The daily hours of duty for employees in a Defence Training Camp may exceed 7 hours 30 minutes per day provided that:
 - a. the hours of duty over the whole period of engagement do not exceed an average of 7 hours 30 minutes per day;
 - b. the maximum daily hours of duty cannot exceed 10 hours per day; and
 - c. periods of inactivity are not counted as time worked.
10. The span of ordinary hours for irregular or intermittent employees working in Defence Training Camps is 0530 to 1930 Monday to Friday excluding public holidays.
11. Defence Training Camp employees are entitled to the payment of overtime at the rates specified in paragraph F6.11 where duty is performed:
 - a. outside of the period 0530h to 1930h on any week day where shift penalties are not payable;
 - b. in excess of 10 hours in any day; or
 - c. in excess of 75 hours per fortnight (or pro rata hours if the period of engagement is less than a fortnight).

Hours of duty (including overtime) – other irregular or intermittent employees

12. The hours of duty for other irregular or intermittent employees are those specified in the notice of engagement. The notice of engagement cannot specify hours of duty in excess of 7 hours 30 minutes in one day.
13. The span of ordinary hours of duty for an irregular or intermittent employee is 0700h to 1900h Monday to Friday excluding public holidays.
14. **Overtime.** Employees are entitled to the payment of overtime in accordance with paragraph F6.11 where duty is performed in excess of the daily hours specified in the notice of engagement.

Employees required to reside on-site

15. Employees may be required by Defence to reside on-site. In these instances, the provisions of paragraph H5.5 apply. In addition to their normal duties, these employees are required to undertake duties that may include care and minor maintenance of facilities and equipment, control of access and routine monitoring of the area. As part of these employment arrangements, these employees are expected to attend to the normal responsibilities associated with the site, including facilitating the entry and exit of authorised persons, general supervision of the area, responding to general telephone enquiries and preliminary investigation of unusual or suspicious circumstances or other similar duties.
16. In approving overtime, a distinction is made between activities outside ordinary working hours that fall into tasks outlined at paragraph 15, and management requirements for which overtime is to be paid.
17. Restriction allowance is not generally payable to employees residing on-site who are undertaking duties incidental to the site. There may be circumstances however, where an employee residing on-site may be restricted for short periods and restriction allowance may be payable in accordance with Section F12.
18. Employees required to reside on-site should not intentionally be put in a situation whereby they have little or no opportunity to have appropriate breaks from the workplace, including regular full weekend breaks.

Employees at designated training areas and/or who perform duties of the former classifications of Ranger (Army) or Ranger Supervisor (Army)

19. Employees whose usual place of employment is at a designated training area and/or who perform the duties of the former classifications of Ranger (Army) and Ranger Supervisor (Army) may be employed on Saturdays between the hours of 0800h and 1830h without payment of overtime rates, provided the ordinary number of hours for the week has not been exceeded.
20. Employees undertaking duties at training areas, or performing the duties of the former classifications of Ranger (Army) and Ranger Supervisor (Army) are entitled to the following special conditions:
- a. **Time of duty** – the bandwidth hours consistent with paragraph F2.3 are not applicable during periods of training of troops, provided that the number of ordinary hours per week is not exceeded;
 - b. **Overtime** – no claim for overtime may be made unless nine hours are exceeded in any one day or unless the number of ordinary hours per week is exceeded.
21. Employees performing the duties of the former classifications of Ranger (Army) and Ranger Supervisor (Army) who are required to reside at military camps in the performance of their work, and are provided with camp equipment, sleeping accommodation and rations are entitled to receive one quarter of the daily rate of the approved travel budget. Necessary messing charges are to be borne by Defence.

Full Time Officers of Cadets

22. The span of hours for employees, who are not Executive Level employees, who undertake the duties of Full Time Officers of Cadets is 0700h-2100h, Monday to Saturday. The provisions at F2.4 (Excessive Work Hours) apply.

Special Assignments

23. Defence is required increasingly to provide support to the ADF through the provision of employees with specialist skills to areas of ADF operations. Defence recognises the primacy that duty of care obligations occupy in this support. An employee cannot be directed to go to an area of ADF operations.

ANNEX C – Miscellaneous Leave

Table 1: Granting of leave with pay

Leave Reason	Description of Leave	Maximum Period
Witness testimony.	To attend court to give witness testimony on behalf of the Commonwealth or a State.	Duration of appearance.
Disasters.	To assist an employee to cope with a disaster, where the employee's home or its contents are destroyed or significantly damaged.	Three days.
International multiple sporting event.	To attend a recognised international sporting event as a competitor or accredited official.	Duration of event in which the competitor or official is actively involved.
Local government purposes.	To enable an employee who is a duly elected office holder of a local government council to attend formal meetings of the council.	Three days per 12 months in elected office.
Jury duty.	To attend court as a juror.	Duration of duty.
Emergency Service with pay.	To engage in an activity that involves dealing with an emergency or natural disaster as a member of a recognised emergency management organisation.	4 days unless the Secretary determines a greater period.
Other community service activity.	To engage in an eligible community service activity.	As determined by the Secretary.

Table 2: Granting of leave without pay

Leave Reason	Description of Leave	Maximum Period
Employment with a non-Defence employer.	To enable an employee to work for a non-Defence employer on a temporary basis.	Duration of agreed employment period.
To accompany a spouse or partner on posting.	To enable an employee to accompany the employee's spouse or partner on a temporary posting within Australia or overseas, where the employee's spouse is an employee of the Commonwealth (including the ADF).	Duration of posting.
National service commitment overseas.	To enable an employee who has dual citizenship to fulfil compulsory military obligations in their country of origin.	Duration of compulsory service.
Carer's leave.	To enable an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household who requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member.	Two days for each occasion provided the employee cannot take paid personal leave for caring purposes.
Ceremonial leave.	To enable an employee of Aboriginal or Torres Strait Islander descent to fulfil ceremonial obligations	Five days per calendar year.
Private purposes.	To enable an employee to take extended leave for private purposes.	12 months.
Emergency Service without pay.	To engage in an activity that involves dealing with an emergency or natural disaster as a member of a recognised emergency management organisation.	The duration of the community service activity, less the period that is paid.
Other community service activity.	To engage in an eligible community service activity.	As determined by the Secretary.

ANNEX D – Salary Scales

Table 1: Standard Classifications

Approved classification	Date the agreement takes effect (see clause I1.1) (change to pay scales)		Date the first pay increase takes effect (see clause G2.1a) (3.8%)		Date the second pay increase takes effect (2.4%)		30-Sep-10 (change to pay scales)	
	Base	Top	Base	Top	Base	Top	Base	Top
APS Level 1			38,741	43,488	39,671	44,532		
APS Level 2			43,844	49,288	44,896	50,471		
APS Level 3			49,940	54,570	51,139	55,880		
APS Level 4			55,660	61,101	56,996	62,567	57,929	63,243
APS Level 5			62,080	66,496	63,570	68,092		
APS Level 6			68,010	77,690	69,642	79,555		
Executive Level 1			85,956	96,958	88,019	99,285		
Executive Level 2			99,140	118,799	101,519	121,650	101,519	122,666
Executive Level 2.1	114,451	137,340	118,800	142,559	121,651	145,980		
Executive Level 2.2	137,341	154,508	142,560	160,379	145,981	164,228		
Trainee APS (Administrative)			21,897	30,425	22,423	31,155		
Trainee APS (Technical)			41,831	47,037	42,835	48,166		

Table 2: Job-specific Classifications

Approved classification and local designation	Date the agreement takes effect (see clause I1.1) (change to pay scales)		Date the first pay increase takes effect (see clause G2.1a) (3.8%)		Date the second pay increase takes effect (2.4%)		30-Sep-10 (change to pay scales)	
	Base	Top	Base	Top	Base	Top	Base	Top
Defence-wide Broadbands and local designations with special salary rates:								
APS Level 3-4 (Technical)			49,940	61,101	51,139	62,567	51,139	63,243
APS Level 3-Executive Level 1 (Legal 1)			49,940	105,255	51,139	107,781		
Barrier			77,690		79,555			
APS Level 4-5 (Academic Level 1), (Professional), (Public Affairs 1)			55,660	66,496	56,996	68,092	57,929	68,092
APS Level 6-EL1 (Academic 2)			68,010	96,958	69,642	99,285		
Executive Level 1 (Public Affairs 3)			85,956	105,255	88,019	107,781		
Executive Level 2 (Legal 2)			114,178	119,791	116,918	122,666		
Science and Technology (DSTO only)								
APS Level 2 (S&T Level 1)			43,844	49,288	44,896	50,471		
APS Level 3-4 (S&T Level 2)			49,940	61,101	51,139	62,567	51,139	63,243
APS Level 4-5 (S&T Level 3)			55,660	66,496	56,996	68,092	57,929	68,092
APS Level 6 (S&T Level 4)			68,010	77,690	69,642	79,555		
Executive Level 1 (S&T Level 5)			85,956	96,958	88,019	99,285		
Executive Level 2 (S&T Level 6)			99,140	118,799	101,519	121,650	101,519	122,666
Executive Level 2 (S&T Level 7)			120,112	135,171	122,995	138,415		
Executive Level 2 (S&T Level 8)			143,684	157,197	147,132	160,970		
Medical:								
Medical Officer 1-2			85,956	118,799	88,019	121,650	88,019	122,666
Barrier			99,908		102,306		102,306	
Medical Officer 3			123,922	128,516	126,896	131,600		
Medical Officer 4			135,139	147,242	138,382	150,776		

Table 3: Pay Rates for Classifications with Retained Pay Points

Classification and Local Title	Date the agreement take effect (see clause I1.1) (change to pay scales)	Date the first pay increase take effect (see clause G2.1a) (3.8%)	Date the second pay increase takes effect (2.4%)	30-Sep-10 (change to pay scales)
APS Level 2 (Former Technical Assistant Grade 2)		49,796	50,991	N/A
APS Level 5 (Former Senior Technical Officer Grade 1)		67,009	68,617	N/A
APS Level 6 (Public Affairs 2)		80,033	81,954	N/A

Table 4: Classifications whose rates of pay are determined from the rates applying to other classifications (see Table 1)

<p>Apprentice APS – a percentage rate of the minimum salary payable to APS Level 2 (see table G1)</p> <p>Cadet APS – 72% of the minimum salary payable to APS Level 1</p> <p>Cadet APS (Research Scientist) – minimum salary payable to APS Level 1</p> <p>Graduate APS – minimum salary payable to APS Level 2</p>

Table 5: Translations

Former Classification	Date the agreement take effect (see clause I1.1) (change to pay scales)
APS Level 5 (Registered Nurse Level 1)	APS Level 5
APS Level 6 (Registered Nurse Level 2)	APS Level 6
Executive Level 2 (Senior Public Affairs 1)	Executive Level 2
Executive Level 2 (Academic 5)	Executive Level 2 (2.1)
Executive Level 1 (Research Scientist)	Executive Level 1
Executive Level 2 (Senior Research Scientist)	Executive Level 2
Executive Level 2 (Principal Research Scientist)	Executive Level 2 (2.1)
Executive Level 2 (Senior Principal Research Scientist)	Executive Level 2 (2.2)

ANNEX E – Salary Related Allowances

Departmental Liaison Officer Allowance

1. An employee who performs the duties of Departmental Liaison Officer, and attends for duty at the office of a Minister or Parliamentary Secretary for the whole of the ordinary hours of duty on a day is entitled to an annual allowance, in lieu of overtime, at the rate of \$18,665 per year.

First Aid Certificate Allowance

2. Where a workplace has conducted a first aid risk assessment, in accordance with Defence policy, to determine the level of risk, the Secretary may assign incidental first aid responsibilities to an employee. The employee must possess a current first aid certificate and continuing ability commensurate with the qualification requirement determined by the risk assessment.

3. The employee will be paid an allowance, as set out in Table 1, based on the role/responsibility assigned to the employee to provide the level of first aid services determined by the workplace first aid risk assessment.

Table 1: First Aid Certificate Allowance rates

Level of payment	Employee role/responsibility	Rate per week
Tier 1	Administer first aid in the workplace and may include undertaking simple or low level maintenance of a first aid room with minimal use.	\$10.15
Tier 2	Administer first aid in the workplace and must also include: <ul style="list-style-type: none">undertaking complex or high level maintenance of a first aid room with frequent use; and/oradministering first aid in workplaces where 'high risk' work is performed.	\$15.34

Transitional Arrangements

4. Employees that are assigned first aid responsibilities and possess a current first aid certificate, as at the date of lodgement/commencement of this Agreement, may continue to receive a transitional first aid certificate allowance as detailed in Table 2 until the earlier of the following occurs:

- a. the employee moves to a new workplace; or
- b. a workplace first aid risk assessment is conducted and the employee is assigned incidental first aid responsibilities as outlined in paragraph 2; or
- c. the delegate determines that there is no longer a requirement for the employee to provide first aid assistance; or
- d. the employee's first aid certificate qualification expires; or
- e. 30 June 2010.

Table 2: Transitional First Aid Certificate Allowance rates

Standard	Level of Competence	Rate per week
A	Where the employee holds a basic first aid qualification	\$9.92
B	Where the employee holds an intermediate first aid qualification	\$12.22
C	Where an employee holds an advanced first aid qualification	\$14.99

Language Proficiency Allowance

5. When an employee has passed the appropriate level language proficiency test conducted by the Defence Force Language School (DFLS) or another body approved by the Secretary within the preceding two or four years (as applicable) and the Secretary requires the employee to either:

- a. Make significant use of a foreign language or foreign languages, in addition to their normal duties, for official business; or
- b. Use a foreign language to conduct official business while on posting overseas, whether in the country of that language or other overseas location;

the employee is to be paid an allowance in accordance with Tables 2 and 3 below for the first foreign language and 50 per cent of the applicable rate for each other language. In exceptional circumstances, the Secretary may approve a higher proportion of the applicable rate for each other language.

6. The Secretary may, at any time, specify additional languages, grades and rates to those specified in this provision.

7. Employees proficient in more than one language, and who meet the eligibility requirements in respect of the additional language, are to be paid the full allowance for the first language and 50 per cent of the applicable rate for each additional language required to be used for official purposes, in addition to their normal duties. In exceptional circumstances, a higher proportion of the applicable rate for each other language may be approved.

8. Where the Secretary requires an employee to maintain proficiency in a foreign language to facilitate Defence operations at some future date or on an irregular basis, they are to be paid an allowance at the rate of 50 per cent of the amounts specified in Table 2 and 3.

Table 2: Difficulty grade of languages

Grade	Languages
Grade 1	Bislama, Solomon Islands Pijin, TokPisin
Grade 2	Danish, Dutch, Fijian, Filipino, French, Galician, German, Indonesian, Italian, Javanese, Malay, Maguindanoan, Norwegian, Portuguese, Samoan, Spanish, Sundanese, Swedish, Tausug, Tongan, Tetum
Grade 3	Bengali, Burmese, Dari, Farsi, Hebrew, Hindi, Khmer, Kurdish, Laotian, , Pashtu, Punjabi, Russian, Sinhala, Swahili, , Tamil, Thai, Turkish, Urdu, Vietnamese
Grade 4	Arabic, Cantonese, Japanese, Korean, Mandarin

Table 3: Rates (annual)

Difficulty Grade of Language	Highest language qualification held		
	Intermediate	Higher	Advanced
Grade 1	\$702	\$1,291	\$2,582
Grade 2	\$1,291	\$2,582	\$4,226
Grade 3	\$2,232	\$4,109	\$6,102
Grade 4	\$3,168	\$6,160	\$8,914

Fire Fighting Allowance

9. An employee who is required to attend to a fire, which is threatening or is on a Defence site, outside of their normal duties, and has the appropriate qualifications (as below) and continuing ability commensurate with those qualifications, is entitled to an allowance, as set out in Table 4 below:

Table 4: Fire Fighting Allowance

Appropriate qualifications	Rate per week
A "fire fighting qualification" recognised by the Australian Fire Fighting Authorities Council	\$15.34
A recognised "basic first aid qualification"	

*Note: An employee must have both qualifications to attract the allowance.

Potentially Hazardous Material Allowance (including transitional arrangements for Magazine Allowance)

10. An employee who is appropriately qualified by certification and is required to carry out final inspection and certify that dangerous goods can be assigned for transportation in accordance with internal departmental procedures, is to be paid the allowance set out in line A of Table 5 below.

11. An employee who is appropriately qualified and is required to undertake manufacturing, filling or breaking down of explosives ordnance is to be paid the allowance set out in line B of Table 5 below.

12. The allowances set out in Table 5 are to be paid on a continuous basis where an employee undertakes such duties on a regular and predictable basis. Where an employee undertakes such duties on an intermittent basis, they are to be paid for the period in which they undertake the duties.

13. Ordinarily, work practices are structured in such a way that an employee will only perform one of the functions described at paragraph 10 and 11. As such, an employee would generally only receive one of the allowances listed in Table 5. Where circumstances require an employee to perform both functions set out in paragraphs 10 and 11 the Secretary may authorise payment in a manner consistent with paragraphs 10, 11 and 12. An employee cannot be directed to perform both functions without such payment.

14. All employees are to be appropriately trained to perform the duties for which these allowances are paid.

Table 5: Rates of Potentially Hazardous Material Allowance

	Duty	Rate per week
A	Inspection and Certification of Dangerous Goods	\$33.18
B	Manufacturing, Filling or Breaking Down of Explosives Ordnance	\$22.30

15. **Magazine allowance.** Transitional payments of the former Magazine Allowance are to cease with effect from 25 February 2010 with eligible employees entitled to a lump sum payment of \$250 on payday 11 March 2010. An employee is not eligible for the \$250 lump sum payment where they establish an entitlement, from commencement of this Agreement, to payment of Potentially Hazardous Materials Allowance pursuant to paragraph 11.

Disability Allowances

Limitations on disability allowances

16. The following limitations in respect to the payment of the disability allowances specified in this ANNEX apply:

- a. where more than one of the rates provides payments for disabilities of substantially the same nature then only the highest rate is payable;
- b. the allowances are to be paid irrespective of the times at which the work is performed, and are not subject to any premiums or penalty additions; and/or
- c. the allowances are not payable during public holidays, annual leave, personal leave or any other absence from duty.

Artificial Environments Disability Allowance (including heights)

17. Employees required to work in places where:

- a. the temperature is reduced by artificial means to below -1 Degree Celsius; or
- b. the temperature is increased by artificial means to above 45 Degrees Celsius (in the shade); or
- c. in a confined space, as defined below;

are, while so engaged, to be paid an allowance of \$0.95 per hour or part thereof.

18. For the purposes of this allowance, 'confined space' means a compartment, space or place, the dimensions of which require an employee to work in a stooped or otherwise cramped position, or without proper ventilation. It may include such spaces as inside boilers, steam drums, furnaces, flues, combustion chambers, retorts, tanks, buoys or economisers.

19. Where work continues for more than two hours in one of the above situations employees are entitled to 20 minutes rest after every two hours' work, without deduction of pay.

20. An employee required to work at heights, including when engaged to operate a turret forklift, is to be paid at a rate of \$0.82 per hour or part thereof while so engaged.

Dirty or Offensive Work (including epoxy-based materials and fumes)

21. An employee required to perform duties:

- a. that the supervisor agrees is of an unusually dirty or offensive nature; or
- b. using (or in close proximity to those using) epoxy-based materials or materials that include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst; or
- c. in a place where offensive fumes are present,

is to be paid an allowance of \$0.82 per hour or part thereof while so engaged.

Duty At Sea

22. Duty at sea is performed voluntarily and is subject to agreement between an employee and their supervisor, noting the provisions of paragraphs 24 to 30 below. Employees cannot be compelled to perform duty at sea.

23. **Definitions.** For the purposes of this clause, the following definitions apply:

Surface vessel means a motor-driven sea-going vessel.

Small vessel in harbour means a small motor driven vessel which does not have toilet or food preparation facilities and which operates in an enclosed body of water in the vicinity of the employee's normal workplace.

At sea means all time on board a vessel from the time the vessel leaves the wharf until it returns. This includes any launch or other vessel used to transport an employee to or from a vessel upon which work is to be performed.

Leaving the wharf means the point at which the access gangplank between the vessel or launch has been withdrawn.

Returning to the wharf means the point at which the access gangplank between the vessel or launch has been placed against the vessel or launch and shore communication established.

24. The allowances specified below at paragraphs 26 to 28 are not to be paid to employees undertaking work on a surface vessel or submarine while for the entire time that work is performed the surface vessel or submarine is moored to a wharf.

25. The allowances specified below at paragraphs 26 to 28 are not to be paid to employees undertaking familiarisation trips unless the purpose of the familiarisation trip is to prepare the employee to undertake duty at sea in the future.

26. **Rate of allowance**

- a. Surface vessel: \$132.00 per 24-hour period or part thereof;
- b. Submarine: \$165.00 per 24-hour period or part thereof.

The 24 hour period commences upon leaving the wharf.

27. This allowance is payable in lieu of Restriction Allowance and Travelling Allowance, provided that where meals and accommodation are not provided at Defence's expense, the travelling allowance components for meals and accommodation are paid.

28. **Sea Trials.** Employees performing duty at sea in a vessel prior to its formal acceptance are entitled to an additional allowance of \$112.00 per 24-hour period or part thereof.

29. **Overtime.** The notion of 'standard working hours' does not apply to duty performed at sea. It therefore follows that the usual methods for calculating overtime cannot be applied to duty performed at sea.

30. Prior to the commencement of a trip, employees and their supervisors are to discuss the number of hours likely to be worked per day in excess of 7 hours 30 minutes. This extra time is to be considered overtime and paid at twice the employee's normal rate of pay, or at two and a half times the employee's normal rate for work performed on a public holiday. A higher number of hours claimed by employees performing duty on

submarines is warranted, given that there is no alternative to work during waking time while aboard a submarine.

31. In discussing these arrangements, employees and their supervisors are to have regard to the intent of this Agreement that employees do not work excessive hours.

32. If the agreed amount of averaged overtime is exceeded because of unforeseen circumstances, this overtime is to be paid at the overtime rates specified in paragraph 30 of this Annex.

33. The arrangements for duty at sea also apply to employees above the salary barrier, noting that these employees require the approval of the Secretary before overtime can be paid.

34. An employee may elect to convert overtime to time off in lieu consistent with the provisions of paragraphs F6.17 and F6.18.

35. The provisions at paragraphs 28 to 34 of this Annex are not to apply to work performed exclusively within the bandwidth aboard a small vessel in harbour. In such cases, the following allowances are paid:

- a. \$4.78 per hour or part thereof for the first three hours; and
- b. \$5.98 per hour or part thereof where work is performed beyond three hours without a return to wharf for a period of at least 45 minutes.

36. For the purposes of paragraph 35 of this Annex, the bandwidth may be varied by no more than one hour, by agreement between the employees and the supervisor.

Flying Disability Allowance

37. An employee who is required to undertake duties in an aircraft involving the operation, testing and trialling of equipment, survey or map verification work or the in-flight testing of personnel is entitled to an allowance at the rate of \$13.07 per hour.

Office Disabilities Allowance

38. Defence will seek to prevent employees being subjected to any 'disabilities'. In situations where 'disabilities' exist at a particular location due to unavoidable or other particular circumstances, the Secretary is to consult with affected employees and their representatives without delay on the payment of an appropriate disability allowance. The Secretary may determine if an allowance is to be paid and, if so, at what rate. Where employees are temporarily relocated, the temporary location will not be 'the usual place of work' for the purposes of excess travelling time.

39. For these purposes:

- a. 'Disabilities' means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with 'building activities', including one, or generally more, of the following: dust, noise, fumes, heat, vibrations, cold, wet, dirt, loss of amenities, general inconvenience.
- b. 'Building activities' means any construction, building, alterations or refurbishment activities which may cause disabilities at an office location.

Protective Clothing and Safety Equipment Allowance

40. Employees performing duties requiring that they wear protective clothing because they are welding, using spray equipment, or are exposed to OTTO fuel are, while so engaged, to be paid allowances as specified in Table 6 below:

Table 6: Protective Clothing and Safety Equipment Allowance

Duty	Rate
Where exposed to OTTO Fuel	\$2.15 per hour
Welding	\$1.10 per hour
Spray equipment operation	\$0.82 per hour

41. **Definition.** Spray equipment means pressurised devices used to administer substances to eradicate weeds or vermin or apply paint.

42. **Minimum payment.** The minimum payment for employees engaged on spray gangs destroying weeds or vermin is 7 hours 30 minutes per day.

Climatic Disability Allowance

43. Where an employee is required to perform duties:
- a. in the open or in exposed conditions and is subject to wind-driven dust, sloppy or muddy conditions; or
 - b. where water or other liquid is continually dripping on the employee or underfoot (and the employee's boots or clothing become saturated); and

these duties are incidental to the employee's principal duties, they are entitled to an allowance of \$0.88 per hour or part thereof.

44. An employee who lacks access to amenities as a result of performing work in the open is also entitled to this allowance.

45. The allowance is payable for the performance of work in or under the conditions described. It is not payable where performance of the work could be deferred and this deferral would remove the disability, except where the employee is nevertheless directed by their supervisor to perform that work.

Other Allowances

Special Rates: Storage and Plant Allowance

46. An employee performing the functions listed below in a Defence stores site, Naval establishment or tropic treating plant is to be paid an allowance of \$2.73 per day or part thereof, while employed on any of the following duties:

- a. Stripping and assembling machine guns and guns up to 7.62mm bore;
- b. stripping and assembling breech mechanisms of the heavier type of guns except when the work is carried out under direct supervision;
- c. fitting tackles or running gear;
- d. making and repairing rope grommets for driving bands of shell;
- e. repairing rope fenders and lighter, etc;
- f. canvas work such as the making and repairing of hatch covers for lighters, covers for trucks and machinery, etc;
- g. repairing cartridges;
- h. wire splicing;
- i. mixing and issuing oils and paints; or
- j. stripping, testing and assembling depth charge pistols or cleaning, preserving, wrapping and packing of metal parts.

Tool Allowance

47. Where a metal trades employee is not provided with all tools necessary for the performance of their duties they are to be paid \$14.77 per week provided that:

- a. the allowance counts as salary for all purposes;
- b. an apprentice is eligible for a percentage of the allowance based on the percentages contained in Table G1.

Electrical Licence Allowance

48. Employees who are recognised electrical tradespersons and are required to carry out work for which a licence is necessary, and who hold licences issued by the appropriate authority to perform every class of electrical wiring work, are paid an allowance of \$21.77 per week.

ANNEX F – Salary for Particular Purposes

ANNEX F maintains and documents the rules for calculation of salary for particular purposes.

	Counts as salary for superannuation purposes	Counts towards salary used to calculate overtime	Counts towards salary used to calculate shift penalties	Payable during long service leave	Payable during annual leave	Reduced pro-rata during period of half pay leave (if paid during leave)	Included in income maintenance for excess employees	Retrenchment severance payments	Payment in lieu of notice of termination of employment
Additional responsibility pay	Q	√	√	*	*	√	Q	Q	Q
Allowance payable on reduction to a training classification	*	√	√	√	√	√	X	X	X
Artificial Environments Disability Allowance	Q	X	X	X	X	X	X	X	√
Building Defence Capability Premium	√	√	√	√	√	√	√	√	√
Building Defence Capability Premium Bonuses	X	X	X	X	X	X	X	X	X
Climatic Disability Allowance	Q	X	X	X	X	X	X	X	√
Departmental Liaison Officer Allowance	√	X	X	*	*	√	√	√	√
Dirty or Offensive Work Disability Allowance	Q	X	X	X	X	X	X	X	√
District Allowance	X	X	X	*	*	X	√	√	√
Duty At Sea	Q	X	X	X	X	X	X	X	X
Electrical Licence Allowance	√	X	X	*	*	√	√	√	√
Emergency Duty	X	X	X	X	X	X	X	X	X
Fire fighting Allowance	√	X	X	*	*	√	√	√	√
First Aid Certificate Allowance	√	X	X	*	*	√	√	√	√
Flying Disability Allowance	Q	X	X	X	X	X	X	X	√
Language Proficiency Allowance	√	√	√	*	*	√	√	√	√
Magazine Allowance	X	X	X	√	√	√	√	√	√
Office Disabilities Allowance	Q	X	X	X	X	X	X	X	√
Overtime	X	X	X	X	X	X	*	Q	*
Potentially Hazardous Materials Allowance	√	X	X	*	*	√	√	√	√
Restriction Allowance	Q	X	X	X	X	X	*	X	*
Shift penalties	Q	X	X	X	*	*	*	*	*
Shift penalties (composite)	Q	X	X	X	*	*	*	*	*
Special Defence Localities Allowance	X	X	X	√	√	X	√	√	√
Protective Clothing Allowance	Q	X	X	X	X	X	X	X	√
Storage and Plant Allowance	Q	X	X	*	*	*	X	X	√
Tool Allowance	√	√	√	√	√	√	√	√	√
Transport Allowance	X	X	X	√	√	X	√	√	√

Key:

√	Yes	Q	Yes, subject to a qualifying period
X	No	*	Yes, subject to certain conditions

ANNEX G – Salary and Service for Severance Benefits

Salary for the purposes of calculating severance benefits

1. Salary for the purpose of calculating severance benefits means:
 - a. the employee's salary which includes
 - (i) ARP salary where the employee has been in receipt of the ARP salary for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment;
 - (ii) salary that is being maintained in accordance with C6.5.
 - b. shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary; and
 - c. other allowances in the nature of salary which are paid during a period of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Service for the purposes of calculating severance benefits

2. Service for severance pay purposes, subject to the limits below, means:
 - a. service in an Agency as defined in the PS Act;
 - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c. service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service in the Australian Defence Force (note the exclusions below);
 - e. APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
 - f. service in another organisation where:
 - (i) an employee was moved from the APS to give effect to an administrative re-arrangement; or
 - (ii) an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and
 - (iii) such service is recognised for long service leave purposes;

but does not include:

- g. absences from duty which do not count as service for long service leave purposes; or
 - h. any period of service which ceased:
 - (i) through termination on the following grounds: the employee lacks, or has lost, an essential qualification for performing his or her duties; non-performance, or unsatisfactory performance, of duties; inability to perform duties because of physical or mental incapacity; failure to satisfactorily complete an entry level training course; failure to meet a condition imposed under subsection 22(6) of the PS Act; breach of the Code of Conduct; or any other ground prescribed by the Public Service Regulations;
 - (ii) with the payment of a redundancy (severance) benefit or similar payment or an employer-financed benefit (e.g. superannuation);
 - (iii) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - (iv) on a ground equivalent to those in sub-sub-paragraph 2h(i) above, under the repealed *Public Service Act 1922*.
3. For earlier periods of APS or other Commonwealth service to count there must be no breaks between the periods of service, except where:
 - a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or

- b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.
4. Where an employee has had unbroken sequence of APS employment, ACT Public Service (ACTPS) employment (commencing 1 July 1994) and subsequent APS employment, Defence recognises the combined periods of APS, ACTPS and APS service as continuous service for severance pay purposes.
5. Calculation of service for severance will take account of any periods of part-time service or leave without pay.

ANNEX H - Occupational Health and Safety Agreement

1. Defence is committed to protecting the health and safety of Defence employees. Maintaining high standards of occupational health and safety assists in preserving Defence capability, directly contributing to Defence's capacity to defend Australia and its national interests. Defence recognises that:

- the quality of Occupational Health and Safety (OHS) performance is critical to attracting, recruiting and retaining skilled employees, and maintaining a positive reputation with the Government and broader community;
- employee input and participation improves decision making about health and safety matters; and
- employees should be involved in the consultation processes at the workplace to help reduce hazards and resolve safety issues.

2. Defence's OHS committees are designed to exercise legislative requirements in relation to health, safety and wellbeing and are the cornerstone of Defence's OHS consultative processes. They are responsible for consulting on matters affecting prevention activities, the management of injury and wellbeing within Defence.

3. The Defence Occupational Health and Safety Committee (DOSHC) is the most senior OHS committee in Defence and is supported by a framework which includes:

- workplace safety committees (WSCs), which are to be established at the appropriate level within Groups (such as division or branch) to assist the appointed safety officer to control hazards and to allow for the escalation and resolution of issues where resolution and control of hazards at the workplace is not possible. Membership of each safety committee includes management, supervisor and employee representatives;
- designated work groups (DWGs), which are to be established consistent with Defence's organisational structure, aligning membership with the manager who has functional responsibility for the work area;
- the election of one Health and Safety Representative (HSR) and as required, selection of one Deputy HSR (DHRSR) for each DGW; and
- consideration of OHS items at the National Workplace Relations Committee (NWRC) at least six-monthly.

Category	OHS Responsibilities
<p>Group Executives are to include measurable health and safety goals and strategies that integrate with other management functions in Group Corporate Plans. To achieve this, each Group Executive is accountable to either the CDF or the Secretary and has the responsibility and accountability to ensure that:</p>	<ul style="list-style-type: none"> • appropriate safety management systems and structures are established, for the management of hazards that have as core goals the identification, assessment and control of workplace hazards; including consultative mechanisms and preventative programs implemented for continual improvement; • appropriate documentation is maintained on the safety management systems established; • appropriate safety training programs are established; • appropriate resources are allocated for the proper management of the safety management systems and programs within their Group; • key performance indicators are established that allow for the measurement of the Group's safety performance; and • the performance levels are reported and included in the <i>Defence Annual Report</i>.
<p>Executives and Commanders are accountable to the Group and have a responsibility and accountability to:</p>	<ul style="list-style-type: none"> • ensure that the resources are effectively managed to achieve high standards of safety within their area of responsibility; and • ensure that funding is available to train HSRs and DHSRs; • provide support for HSRs and DHSRs and the operation of DWGs; • ensure that the safety management systems and structures are effectively managed at the workplaces and will preside over safety programs that have as core goals the identification, assessment and control of workplace hazards and, in particular: <ul style="list-style-type: none"> ○ ensure that the incident notification, reporting and investigation procedures are effectively managed; ○ ensure that workplace safety inspections and audits are effectively managed; ○ ensure that the documentation of the safety management system is effectively managed; ○ establish and preside over appropriate consultative safety committees that allow for the resolution of safety issues that include procedures to ensure contractor safety; ○ ensure safety programs include suitable safety training for all employees; and ○ ensure that appropriate monitoring, evaluation and reporting structures and functions are in place to contribute to Defence's improvement of health and safety.
<p>Supervisors at any level are responsible and accountable to the Executive or Commander and have the responsibility and accountability to ensure:</p>	<ul style="list-style-type: none"> • that the safety management systems and structures are fully maintained and utilised by all employees; and • that appropriate documents and records are maintained and that employees under their supervision: <ul style="list-style-type: none"> ○ are appropriately supervised in the conduct of their work; ○ receive appropriate training, supervision and instruction to perform the work required; ○ understand Defence safety management systems and legal obligations for safe work; ○ work in a manner that protects their own health and safety and that of others; ○ actively contribute to the maintenance and improvement of safety; and ○ who are HSRs or DHSRs have their roles and duties associated with their powers reflected in their Performance Agreement.

Category	OHS Responsibilities
<p>Employees are accountable to their immediate supervisor and have individual accountability and responsibility to:</p>	<ul style="list-style-type: none"> • participate in the safety training provided; • participate in the consultative systems and structures set up; • work in a safe manner without risk to themselves or others, within the safety management systems established in Defence; • participate in the maintenance of appropriate records and documentation required in the safety management system; and • report accidents, dangerous occurrences and safety hazards to their first-level supervisor so that corrective action can be taken.
<p>Health and Safety Representative and Deputy Health and Safety Representatives:</p>	<ul style="list-style-type: none"> • have broad powers under OHS legislation to: <ul style="list-style-type: none"> ○ promote the health and safety at work of employees in their DWG; and ○ resolve OHS issues specific to their DWG through consultation with management and employees; • are not obliged to exercise these powers, and are not liable under civil proceedings for exercising or not exercising any of these powers; • have a responsibility to: <ul style="list-style-type: none"> ○ undertake accredited HSR training as soon as reasonably practicable upon being selected, or refresher training for those who are selected for a second or subsequent term; ○ keep their supervisors informed regarding their HSR activities and any absences from the workplace for this purpose; • have a right to; <ul style="list-style-type: none"> ○ sufficient time and funding to undertake accredited HSR training as required; ○ be supported in their HSR role by their supervisor(s) and management, including access to appropriate facilities and paid time to fulfil their role; • may be disqualified by the Safety, Rehabilitation and Compensation Commission if they take action as a HSR with the intention of causing harm to Defence, they act unreasonably or they intentionally use or disclose information gained from Defence in a form not considered connected with the exercise of their powers as a HSR.
<p>Involved Unions who have been requested to represent employees, in consultation with Managers/Commanders or supervisors, have a responsibility to:</p>	<ul style="list-style-type: none"> • cooperate with and actively assist Defence to achieve its legislative requirements in relation to OHS; • advise Manager/Commanders or supervisors of OHS matters of concern, and where possible, jointly develop prevention strategies; and • advise and encourage employees to follow agreed safe working practices, instructions and rules.