



Australian Government  
Department of Veterans' Affairs

# EA

# 2024–2027

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# DVA Enterprise Agreement



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**The Commonwealth Of Australia Represented By The Department Of Veterans' Affairs T/A Department Of Veterans' Affairs And The Repatriation Commission And The Military Rehabilitation And Compensation Commission**  
(AG2024/748)

## **DVA ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 27 MARCH 2024

*Application for approval of the DVA Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *DVA Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Commonwealth of Australia (Department of Veterans' Affairs and the Repatriation Commission and the Military Rehabilitation and Compensation Commission). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act*, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 17 February 2023 and the Agreement was made on 5 March 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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Table of Contents

<b>DVA Enterprise Agreement 2024-2027 .....</b>	<b>1</b>
<b>Section 1 - Technical matters .....</b>	<b>8</b>
Title .....	8
Parties to the agreement .....	8
Operation of the agreement.....	8
Delegations .....	8
NES precedence .....	8
Closed comprehensive agreement .....	8
Individual flexibility arrangements .....	9
Definitions .....	10
<b>Section 2: Remuneration .....</b>	<b>13</b>
Salary.....	13
Payment of salary .....	13
Salary setting.....	13
Salary on reduction .....	14
Temporary reduction in salary.....	14
Incremental advancement.....	14
Superannuation .....	15
Salary packaging.....	15
Overpayments.....	16
Supported wage system.....	16
<b>Section 3: Allowances and reimbursements .....</b>	<b>18</b>
Allowances .....	18
Higher duties.....	18
Departmental Liaison Officer allowance.....	18
Workplace responsibility allowances.....	19
Community language allowance.....	19
Additional matters .....	20
<b>Section 4: Classifications and broadbands .....</b>	<b>21</b>
Graduates.....	21
Entry level and mid-career pathways. ....	21
DVA Broadband.....	21
Professional Broadband .....	22
Work Level Standards .....	22

<b>Section 5: Employment arrangements .....</b>	<b>23</b>
Job security .....	23
Commitment to ongoing employment and rebuilding APS capacity.....	23
Reporting.....	23
Pathways to permanency .....	23
Casual (irregular or intermittent) employment .....	23
Non-ongoing employment.....	23
<b>Section 6: Flexible working arrangements.....</b>	<b>25</b>
Requesting formal flexible working arrangements.....	25
Varying, pausing or terminating flexible working arrangements .....	27
Working from home.....	28
Ad-hoc arrangements .....	28
Lactation and breastfeeding support.....	28
<b>Section 7: Working hours .....</b>	<b>30</b>
Working hours.....	30
Recording Attendance .....	30
Unauthorised absence .....	30
Working hours.....	30
Span of hours .....	30
Pattern of ordinary hours worked – Full time employees.....	30
Pattern of ordinary hours of work – OAWG field employees.....	30
Shiftwork.....	31
Part-time work .....	31
Access to part time work on return from parental leave and for caring responsibilities.....	31
Flextime for APS 1-6 classifications.....	31
Executive level overtime and related payments .....	32
Overtime .....	33
Minimum payment .....	34
Rest relief after overtime.....	34
Time off in lieu (TOIL) of overtime .....	34
Overtime meal allowance .....	34
Restriction allowance.....	35
Emergency duty .....	35

Executive level TOIL .....	36
Public holidays .....	36
Additional holiday .....	38
Christmas closedown .....	38
<b>Section 8: Leave .....</b>	<b>39</b>
General.....	39
Annual leave.....	39
Cash out .....	39
Excess annual leave.....	39
Purchased leave .....	40
Personal/carer’s leave .....	40
Requirement for documentary evidence.....	41
Invalidity.....	41
Portability of leave .....	41
Re-crediting of leave .....	42
Expenses – cancellation of leave or recall to duty.....	43
Long service leave .....	43
Miscellaneous leave .....	43
Cultural, ceremonial and NAIDOC leave .....	44
NAIDOC leave.....	44
First Nations ceremonial leave.....	44
Cultural leave .....	44
Parental leave .....	44
Payment during parental leave.....	45
Adoption and long-term foster care .....	46
Stillbirth.....	46
Pregnancy loss leave .....	47
Premature birth leave .....	47
Transitional provisions.....	47
Compassionate leave .....	47
Bereavement leave .....	47
Sabbatical leave .....	48
Emergency response leave .....	48
Jury duty.....	48

Defence reservist leave.....	49
Defence service sick leave .....	50
Leave to attend proceedings .....	51
<b>Section 9: Employee support and workplace culture .....</b>	<b>52</b>
Blood donation.....	52
Vaccinations.....	52
OAWG health checks .....	52
Telephony health checks .....	52
Child and dependant care.....	52
Healthy lifestyle subsidy .....	52
Employee Assistance Program.....	53
Respect at work .....	53
Principles.....	53
Consultation.....	53
Family and domestic violence support .....	53
Integrity in the APS .....	55
First Nations cultural competency training.....	55
Disaster support.....	56
<b>Section 10: Performance and development.....</b>	<b>57</b>
Performance management.....	57
Managing underperformance.....	58
Workloads.....	59
Study assistance.....	59
Learning and development .....	59
Professional qualifications .....	59
Medical Officers – professional development.....	60
<b>Section 11: Travel and location-based conditions.....</b>	<b>61</b>
Domestic travel.....	61
Excess fares and excess travelling time .....	61
Motor vehicle allowance.....	61
Overseas travel .....	62
Relocation assistance.....	62
Remote localities.....	62
District allowance.....	62
Air conditioning subsidy – Adelaide River.....	63

Leave fare assistance .....	63
Travel for medical, specialist medical or emergency dental treatment .....	63
<b>Section 12: Consultation, representation and dispute resolution .....</b>	<b>65</b>
Consultation .....	65
Principles .....	65
When consultation is required .....	65
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees .....	66
Representation .....	66
Major change .....	66
Change to regular roster or ordinary hours of work .....	68
Interaction with emergency management activities .....	68
Workplace Consultative Forum .....	68
APS consultative committee .....	69
Dispute resolution .....	69
Leave of absence to attend proceedings .....	70
Delegates' rights .....	70
Supporting the role of union delegates .....	71
<b>Section 13: Separation and retention .....</b>	<b>72</b>
Resignation .....	72
Payment on death of an employee .....	72
Redeployment, retraining, redundancy .....	72
Determining excess status .....	73
Employee support and career transition .....	73
Voluntary redundancy .....	73
Redundancy benefit .....	74
Rate of payment - redundancy benefit .....	75
Involuntary redundancy .....	76
Retention period .....	76
Notice periods .....	77
<b>Attachment A – Base salaries .....</b>	<b>78</b>
<b>Attachment B – Supported Wage System .....</b>	<b>81</b>
Definitions .....	81
Eligibility criteria .....	81



Supported wage rates.....	81
Assessment of capacity.....	82
Lodgement of SWS wage assessment agreement.....	82
Review of assessment.....	82
Other terms and conditions of employment.....	83
Workplace adjustment.....	83
Trial period.....	83
<b>Attachment C – Allowances.....</b>	<b>84</b>
<b>Attachment D – Shiftwork Arrangements .....</b>	<b>86</b>
Rosters and ordinary hours.....	86
Change of shift .....	86
Breaks.....	86
Penalty rates—shiftworkers .....	86
Public holidays and additional holidays.....	87
Christmas closedown .....	87
Overtime .....	88
Leave - general.....	88
Additional annual leave .....	88
Payment for annual leave .....	88
Documentary evidence .....	88
Rate of payment – redundancy pay.....	89
Rate of payment – period of notice.....	89

# Section 1 - Technical matters

## Title

1. This agreement will be known as the DVA Enterprise Agreement 2024 - 2027.

## Parties to the agreement

2. The agreement covers:
  - 2.1 the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the Department of Veterans' Affairs (DVA) employed under the PS Act 1999 other than:
    - 2.2.1 Senior Executive Service employees or equivalent;
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1 the Community and Public Sector Union; and
    - 2.3.2 the Australian Salaried Medical Officers Federation.

## Operation of the agreement

3. This agreement will commence operation 7 days after approval by the FW Commission.
4. This agreement will nominally expire on 28 February 2027.

## Delegations

5. The Secretary may delegate or authorise any or all of their powers and functions under this agreement, including this power of delegation, and may do so subject to conditions.

## NES precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of DVA in any respect when compared with the NES.

## Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

10. DVA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration;
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of the department and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3 the arrangement is genuinely agreed to by the department and employee.
11. The department must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the FW Act;
  - 11.2 are not unlawful terms under section 194 of the FW Act; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The department must ensure that the individual flexibility arrangement:
  - 12.1 is in writing;
  - 12.2 includes the name of the department and employee;
  - 12.3 is signed by the department and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 include details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- 12.5 states the day on which the arrangement commences and where applicable, when the arrangement ceases.
13. The department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The department or employee may terminate the individual flexibility arrangement:
- 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
- 14.2 if the department and employee agree in writing – at any time.
15. The department and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Secretary** means the Secretary of DVA or the person authorised by the Secretary as their delegate.

**Agreement** means the DVA Enterprise Agreement.

**APS** means the Australian Public Service.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours.

**Broadband** refers to the allocation of more than one approved classification by the Secretary to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Broadband advancement** means the movement of an ongoing employee from one work level to a higher work level within the same DVA broadband.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act 1999 who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**Classification or classification level** means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

**Child** means a biological child, adopted child, foster child, step child, or ward or who is 18 and over and a dependant of the employee.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a previous de facto partner.

**Delegate** means someone to whom a power or authority has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B (2) of the FW Act.

**Field employee** means an employee in the Office of Australian War Graves (OAWG) identified by the Director War Graves as undertaking the role of an OAWG field employee.

**Full time employee** means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement.

**FW Act** means the *FW Act 2009* as amended from time to time.

**Incremental advancement** means the movement of an employee from one pay point to a higher pay point within the same classification.

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* and any successor legislation.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

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

**Part-time employee** means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this agreement.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant employee** means an affected employee.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Secretary** means the Secretary of DVA or the person authorised by the Secretary as their delegate.

**Shiftworker** means an employee who is rostered to perform ordinary hours of work outside the period 7 am to 7 pm Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.

**Usual or normal place of work** is the location specified in the employee's letter of offer or other engagement documentation.

## Section 2: Remuneration

### Salary

17. The salary rates for all classification levels are as set out in Attachment A – Base salaries of this agreement.
18. The base salary rates in Attachment A include the following increases:
  - 18.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 18.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025);
  - 18.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

20. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12 year period.

### Salary setting

21. Where an employee is engaged, moves to or is promoted in the department, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Secretary determines a higher salary within the relevant salary range under these provisions.
22. The Secretary may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these provisions, the Secretary will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
24. Where an employee commences ongoing employment in the department immediately following a period of non-ongoing employment in the department the Secretary will determine the payment of the employee's salary within the relevant salary range of the

relevant classification which recognises the employee's prior service as a non-ongoing employee in the department.

25. Where an employee commences ongoing employment in the department immediately following a period of casual employment in the department, the Secretary will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the department
26. Where an APS employee moves to the department at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Secretary will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where the Secretary determines that an employee's salary has been incorrectly set or the Secretary may determine the correct salary and the date of effect.

### **Salary on reduction**

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

### **Temporary reduction in salary**

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

### **Incremental advancement**

30. On 30 September each year, employees (excluding casuals or an employee undertaking an entry level program) who are not on the maximum salary, will be eligible for incremental advancement to the next pay point in their classification if the employee:
  - a. has 6 months eligible service in the department at that classification level or higher for a period of 6 months aggregate or more in the performance cycle, and
  - b. has received ratings for of 'Meets Expectations' for both business deliverables and observable behaviours as part of the end cycle performance appraisal ending 31 August each year.
31. An ongoing employee who is acting at a higher classification, and has acted at the higher level for 6 months aggregate or more in the performance cycle, and is rated 'Meets Expectations' at the higher classification will also be eligible for incremental advancement at their acting classification.
32. In exceptional circumstances, the delegate may approve the payment of an additional increment where an employee's performance consistently exceeds performance expectations



and the employee has completed 6 months at that level since the last incremental advancement.

33. If an employee has less than 6 months of aggregate eligible service, the Secretary may exercise their discretion to determine a higher salary under clause 22 in the agency's agreement.
34. Eligible service for incremental advancement includes:
  - a. non-ongoing periods of employment at the same or higher classification in the performance year prior to engagement as an ongoing employee will be included;
  - b. a period of paid or unpaid parental leave where paid or unpaid parental leave has not been counted in the previous year's incremental advancement ;
  - c. periods of unpaid leave that count as service.
35. Incremental advancement while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

## **Superannuation**

36. The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
37. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
38. The department will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
39. Employer contributions will be made for all employees covered by this agreement.
40. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
41. Employer contributions will be paid on periods of unpaid parental leave unless otherwise required under legislation or fund requirements.
42. The department will make employer superannuation contributions to any eligible superannuation fund, provided it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the department's payroll system.

## **Salary packaging**

43. An employee may choose to sacrifice part of their salary for a range of non-salary benefits. Further information is contained in the relevant DVA policy.
44. Any FBT and administrative costs incurred as a result of salary packaging arrangements shall be met by the employee as part of their salary package.

45. Where an employee is in a salary packaging arrangement, the employee's salary for the purposes of superannuation, redundancy, termination or any other purposes will be determined as if the salary sacrifice arrangement had not been entered.

## **Overpayments**

46. An overpayment occurs if the Secretary (or the department) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
47. Where the Secretary considers that an overpayment has occurred, the Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
48. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
49. If after considering the employees response (if any), the Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the department in full by the employee.
50. The Secretary and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
51. The department and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clause 46 to 52 prevents:
  - 53.1 the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 53.2 the department from pursuing recovery of the debt through other available legal avenues;
  - 53.3 the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **Supported wage system**

54. An employee may be paid a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
  - 54.1 have a disability;

- 54.2 meet the criteria for a Disability Support Pension; and
  - 54.3 are unable to perform duties to the capacity required.
55. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

## **Section 3: Allowances and reimbursements**

### **Allowances**

56. Allowance amounts and conditions are detailed at Attachment C.
57. A reference in this section to a relevant subscription service means a subscription service approved by the Secretary for the purposes of providing suggested rates for various allowances.

### **Higher duties**

58. Where a role other than APS 1 to 6 level needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any temporary occupants of the role acting at a classification higher than their substantive position.
59. For APS level 6 roles and below there is no qualifying period for payment of higher duties.
60. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or a higher amount determined by the Secretary.
61. An employee will receive payment at the higher duties rate during paid leave and public holidays if the higher duties would have continued during the leave or public holidays.
62. Where an employee is found to be eligible for incremental advancement at their acting level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
63. Where an employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
64. Higher duties allowance will be payable while an employee is acting in an executive level role at a higher classification as part of a job sharing arrangement where the duration of the arrangement is for 2 or more working weeks.
65. The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.
66. The Secretary will determine the remuneration and conditions of employment to apply when a non-Senior Executive Service (SES) employee undertakes temporary assignments at the SES level.

### **Departmental Liaison Officer allowance**

67. An employee who performs the duties of Departmental Liaison Officer (DLO) and attends for work at the office of the Minister for a whole day is entitled to be paid an allowance for that day.

68. This allowance is in lieu of any overtime or flextime provisions provided under this Agreement.

## Workplace responsibility allowances

69. A workplace responsibility allowance will be paid where the department has appointed, or eligible employees have elected an employee to a First Aid Officer, Health and Safety Representative, Emergency Warden, Harassment Contact Officer or Mental Health First Aid Officer role.
70. An employee appointed to a workplace responsibility role will need to demonstrate appropriate competencies or qualifications and undertake refresher training as required. For further information on specific requirements refer to the relevant DVA policy.
71. An employee is not to receive more than one workplace responsibility allowance unless approved by the Secretary due to operational requirements.
72. On commencement of the agreement the allowance will be a flat rate of \$30.51 per fortnight regardless of flexible work, part time arrangements or casual employment status and increased in line with annual salary increases. The allowance will increase to a flat rate of \$31.67 per fortnight on 13 March 2025, with a further increase to the flat rate of \$32.75 per fortnight on 12 March 2026.
73. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.
74. A casual employee who is eligible to receive a workplace responsibility allowance will be paid the full amount provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

75. A community language allowance will be paid where the Secretary determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Secretary. Further information is included in policy.
76. The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Secretary, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

Rate	Standard	Rate from commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Secretary.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

77. The allowance is calculated annually and paid fortnightly.
78. The full allowance is payable regardless of flexible work and part-time arrangements.
79. The allowance is payable during periods of paid leave.
80. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

### **Additional matters**

81. Where considered appropriate, the Secretary may authorise payment of an allowance or reimbursement of expenses incurred by an employee in the course of employment.
82. Further information provided in the relevant DVA policy.

## Section 4: Classifications and broadband

### Graduates

83. On engagement as an APS Level 4 (DVA Band 2), DVA Graduate (local designation), an employee will be required to undertake a Graduate Development Program determined by the Secretary. During the Program salary will be determined by the Secretary at no less than an APS Level 4.1 salary point under this Agreement.
84. On satisfactory completion of the Graduate Development Program, the employee will be advanced to the APS Level 4.5 salary point under this Agreement.

### Entry level and mid-career pathways.

85. The department may establish entry level and mid-career pathways programs where employees are required to undertake a mandatory training or development program as a condition of advancement to the next classification within a broadband. Salary advancement is subject to successful completion of the program and meeting performance expectations.
86. The Secretary will determine the remuneration and benefits to apply for an employee engaged or selected to undertake an entry level or mid-career pathway program in accordance with the provisions of this Agreement.

### DVA Broadband

87. The DVA broadband has 2 broadband, DVA Band 1 (APS Level 1 to APS Level 2) and DVA Band 2 (APS level 3 to APS Level 5). Movement of an ongoing employee between one work level and a higher level within the same broadband, through the following provisions is an advancement.
88. Only ongoing employees whose substantive level is below the higher work level but within the same broadband are eligible for advancement.
89. Advancement of eligible employees from one work level within a broadband to a higher work level within the same broadband is subject to:
  - 89.1 sufficient work is available at the higher classification level; and
  - 89.2 where there is more than one eligible applicant for an internally advertised advancement opportunity, a competitive assessment of those applicants against the skills, knowledge and personal attributes required for available work at the higher level; and
  - 89.3 where there is only one eligible applicant for an internally advertised advancement opportunity, that employee has been assessed as performing their current duties at a standard that meets or exceeds expectations and having skill requirements for the available work at the higher level.
  - 89.4 Further details are provided in the relevant DVA policy.

## **Professional Broadband**

90. An ongoing employee is eligible for entry to the Professional Broadband if they are required to:
  - 90.1 perform Allied Health professional work and possess relevant qualifications and/or registration; and
  - 90.2 relevant experience as an Allied Health Professional; and/or
  - 90.3 the Secretary determines the employee's skills, qualifications and experience in relation to Allied Health work are appropriate for the department's needs.
91. Advancement between classification levels/soft barriers within the Professional Band 1 or Professional Band 2 is not automatic and is subject to:
  - 91.1 sufficient work being available at the higher classification level; and
  - 91.2 the employee demonstrates the ability to undertake the higher level work, and has the necessary qualifications, skill and proficiencies to perform the more complex work; and
  - 91.3 the employee's performance is assessed as meeting the requirements for salary advancement for both business deliverables and observable work behaviours.
92. A merit process will be required to move between Professional Broadband 1 and Professional Broadband 2.

## **Work Level Standards**

93. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act 1999.



## **Section 5: Employment arrangements**

### **Job security**

Commitment to ongoing employment and rebuilding APS capacity

94. The APS is a career-based public service. In its engagement decisions, the department recognises that the usual basis for engagement is an ongoing APS employee.

Reporting

95. Where a consultative committee is in place, the department will report to the Workplace Consultative Forum on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the department.

Pathways to permanency

96. The department and the APS will comply with the casual conversion provision of the FW Act. In addition, the department recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### **Casual (irregular or intermittent) employment**

97. A casual (irregular or intermittent) employee is defined in the definitions section.
98. A decision to expand the use of casual employees is subject to clause 430 of this agreement.
99. The department will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
100. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
101. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976 and leave for family and domestic violence support.
102. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
103. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### **Non-ongoing employment**

104. A non-ongoing employee is defined in the definitions section.

105. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 105.1 personal/carer's leave accrual at clause 228;
  - 105.2 redundancy provisions at clause 494, subject to clause 106; and
106. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 494 will apply.
107. If the redundancy provisions apply to an employee under clause 106, the department must adhere to the consultation requirements at clause 430 and 483 to consultation provisions.

## Section 6: Flexible working arrangements

108. DVA employees and their unions recognise:
- 108.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 108.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 108.3 access to flexible work supports APS capability, and can assist in attracting retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 108.4 that flexibility applies to all roles in the department and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 108.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
109. The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through the Workplace Consultative Forum.
110. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### Requesting formal flexible working arrangements

111. The following provisions do not diminish an employee's entitlement under the NES.
112. An employee may make a request for a formal flexible working arrangement.
113. The request must:
- 113.1 be in writing;
  - 113.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 113.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
114. The Secretary must provide a written response to a request within 21 days of receiving the request.
115. The response must:
- 115.1 state that the Secretary approves the request and provide the relevant detail in clause 116 ; or

- 115.2 if following discussion between the department and the employee, the department and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- 115.3 state that the Secretary refuses the request and include the following matters:
  - 115.3.1 details of the reasons for the refusal; and
  - 115.3.2 set out the department's particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - 115.3.3 either:
    - 115.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the department would be willing to make; or
    - 115.3.3.2 state that there are no such changes; and
  - 115.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
- 116. Where the Secretary approves the request this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:
  - 116.1 any security and work health and safety requirements;
  - 116.2 a review date (subject to clause 120; and
  - 116.3 the cost of establishment (if any).
- 117. The Secretary may refuse to approve the request only if:
  - 117.1 the department has discussed the request with the employee; and
  - 117.2 the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 117.3 the department and the employee have not reached such an agreement; and
  - 117.4 the department has had regard to the consequences of the refusal for the employee; and
  - 117.5 the refusal is on reasonable business grounds.
- 118. Reasonable business grounds include, but are not limited to:
  - 118.1 the new working arrangements requested would be too costly for the department
  - 118.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

- 118.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 118.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 118.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 118.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
119. For First Nations employees, the department must consider connection to country and cultural obligation in responding to requests for altering the location of work.
120. Approved flexible working arrangements will be reviewed by the department and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

121. An employee may request to vary an approved flexible working arrangement in accordance with clause 113. An employee may request to pause or terminate an approved flexible working arrangement.
122. The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 124.
123. The department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
124. Prior to varying, pausing or terminating the arrangement under clause 122, the department must have:
- 124.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 124.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 124.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 124.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 124.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 115.3.

## Working from home

125. The department will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
126. The department will provide a laptop or device and will consider requests for other support or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
127. An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.
128. The department will provide employees with guidance on working from home safely.
129. Employees will not be required by the department to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the department will consider the circumstances of the employees and options to achieve work outcomes safely.

## Ad-hoc arrangements

130. An employee may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
131. An employees should, where practicable, make the request in writing and provide as much notice as possible.
132. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 111 to 120.
133. The department should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
134. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

## Lactation and breastfeeding support

135. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
136. The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 137. In considering whether a space is appropriate, the department should consider whether:
  - 136.1 there is access to refrigeration;
  - 136.2 the space is lockable; and
  - 136.3 there are facilities needed for expressing such as appropriate seating.
137. Where it is not practicable for a DVA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

138. The department will facilitate discussion between an individual employee and their manager about accommodating the employee's lactation needs and practical arrangements to meet these needs.
139. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
140. Further information is available in the relevant DVA policy.

## Section 7: Working hours

### Working hours

#### Recording Attendance

141. An employee will record each day their actual time of arrival and departure and any breaks. Further information is provided in the relevant DVA policy.

#### Unauthorised absence

142. An employee absent from work without approval will have all pay and allowances provided under this Agreement ceased until they resume work and/or is granted leave. Such absences will not count as service for any purpose including accrual of leave.

#### Working hours

143. Ordinary hours of work for full-time employees, other than OAWG field employees and shiftworkers, are 7 hours 30 minutes per day, with a default work pattern of 8.30am to 12.30pm and 1.30pm to 5.00pm, 37.5 hours per week Monday to Friday, equating to 150 hours per settlement period.

#### Span of hours

144. Ordinary hours of work, other than for OAWG field employees or shiftworkers, are to be worked between the default span of 7am to 7 pm unless otherwise approved. An employee may request and be granted approval by their manager to work an alternative span of hours or work outside their normal span. In considering such requests the main consideration will be business requirements. Hours worked on this basis will be treated as ordinary hours and will not attract overtime rates. The department will not request or require that any employee alter their regular span of hours under these provisions.
145. All employees should have an unpaid break of at least 30 minutes after working 5 consecutive hours.
146. APS 1 to APS 6 employees must not work for more than 10 ordinary hours of work a day.

#### Pattern of ordinary hours worked – Full time employees

147. The pattern of ordinary hours of work that an employee may work between the span of hours is subject to agreement of the employee's manager who will first consider business requirements and then the needs of the employee and other employees in the work area, and any other relevant matter consistent with the Flexible Working Arrangements provisions (Section 6).

#### Pattern of ordinary hours of work – OAWG field employees

148. OAWG field employees' ordinary hours of work are 7 hours and 54 minutes per day to be worked between a span of 5.00am and 9.00pm Monday to Friday in order to achieve a rostered day off (RDO) every month.
149. OAWG field employees may bank up to a maximum of 4 RDOs. Approved morning and afternoon tea breaks will not count towards the ordinary hours per day.



## Shiftwork

150. Specific conditions relating to shiftworkers are contained in Attachment D.

## Part-time work

151. An employee may, by agreement in writing with the employee's manager, work less than the ordinary hours of 150 hours over a 4-week period for a specified period including under a job-sharing arrangement. The employee will revert to full-time work at the completion of this period unless otherwise agreed.
152. For part-time employees, ordinary hours worked between the span 7am to 7 pm Monday to Friday are those in their part-time work agreement.
153. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
154. Part-time employees must work at least 3 hours on any agreed workday.
155. The manager and the employee may agree to vary the part-time work agreement, including a reversion to full time hours, before the end of the agreement.
156. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
157. A part-time employee's remuneration and other benefits including leave will be calculated on a pro-rata basis, apart from:
  - 157.1 those payments of an expense nature where the employee will receive the same amount as a full-time employee, and
  - 157.2 Workplace responsibility and Community Language allowances.

## Access to part time work on return from parental leave and for caring responsibilities

158. Employees returning from maternity, adoption, fostering or unpaid parental leave will have access to part-time work within the department for the period up to the child's second birthday or, in the case of adoption or fostering, the second anniversary of the placement of the child.
159. Under the NES, if an employee is the parent, or has responsibility for the care, of a child who is of school age or younger, they may request to work part-time to assist in the care of the child. These requests may only be refused on reasonable business grounds.
160. Clauses 151 to 159 are in addition to an employees' entitlements under the Flexible Working Arrangements (Section 6) clauses to negotiate part-time arrangements.

## Flexitime for APS 1-6 classifications

161. Flexitime is a scheme of flexible working hours arrangements to provide maximum organisational flexibility with benefits to clients, employees and the department.

162. Flexitime will be available to all employees at the APS Level 6 (or equivalent) classification or below, except OAWG field employees and shiftworkers.
163. An employee and their manager may to agree to a variation of ordinary hours of work, patterns and arrangements within the agreed span of hours, within a 4 week settlement period (150 hours for full time employees, for part time employees those hours agreed in their part time agreement to be completed in a 4 week settlement period) to manage flex credits or debits.
164. An employee may:
- 164.1 accumulate a flex credit on an hour for hour basis where they work hours in excess of ordinary hours of work or a flex debit where they work less than ordinary hours of work within the agreed span;
  - 164.2 carry over a maximum of 38 hours flex credit or 10 hours flex debit into the next settlement period;
  - 164.3 count travel time during official travel away from usual place of work and between the normal span of hours Monday to Friday, or agreed alternative span, as hours worked in a settlement period, and
  - 164.4 access flex credit subject to agreement of their manager with agreement not being unreasonably withheld;
  - 164.5 subject to operational requirements, use flexitime credits as either full or part days and there will be no limit to the number of full consecutive days an employee can access in a settlement period;
  - 164.6 use flex time in conjunction with other forms of leave.
165. An employee will not have access to flexible working hours and will revert to the default hours of work as described in clause 143 in the following circumstances:
- 165.1 where a manager reasonably considers that an employee is misusing the arrangements; or
  - 165.2 where fixed hours of work will assist the supervision and support of an employee undertaking an underperformance process;
  - 165.3 during unauthorised absence or because the employee is engaged in any form of industrial action as defined in the FW Act.
166. Access to flexible working hours will be restored where a manager is satisfied that the circumstances in clause 165 will no longer apply.
167. Further information is available in the relevant DVA policy.

### **Executive level overtime and related payments**

168. In exceptional circumstances, the Chief People Officer may approve the payment of overtime and overtime meal allowances to Executive Level employees.

169. In appropriate circumstances, Executive Level employees are eligible for the payment of emergency duty or restriction duty.

## Overtime

170. A manager may require an employee to work reasonable extra hours. Overtime is payable to APS 1 to APS 6 employees for work required to be performed:
- 170.1 on weekends, public holidays and during the 2 day Christmas shutdown; and
  - 170.2 unless otherwise provided for in this Agreement, for employees other than OAWG field employees and shiftworkers:
    - 170.2.1 before 7.00am and after 7.00pm Monday to Friday; or
    - 170.2.2 between 7.00am and 7.00pm if the employee has worked at least 7 hours and 30 minutes ordinary time on that day; and
  - 170.3 for OAWG field employees:
    - 170.3.1 before 5.00am and after 9.00pm Monday to Friday ; or
    - 170.3.2 between 5.00am and 9.00pm if the employee has worked at least 8 hours ordinary time on that day.
  - 170.4 for shiftworkers, refer to overtime arrangements in Attachment D.
171. Overtime does not count as time worked for flextime purposes. However, while employees are not eligible for overtime payments until any flex debit they have is eliminated, flex debits are reduced by the hours of overtime worked multiplied by the applicable overtime rate.
172. An employee's salary for the purposes of calculating overtime will include payment for temporary assignment. Overtime rates for employees other than shiftworkers are as follows:
- 172.1 Monday to Saturday: Time and one half
  - 172.2 Sunday: Double time
  - 172.3 Public Holidays:
    - 172.3.1 overtime performed outside span of hours: Double time and a half
    - 172.3.2 overtime within span of ordinary hours until 7 hours and 30 minutes worked: Time and a half in addition to the normal hourly rate of salary paid
    - 172.3.3 within span of ordinary hours and after 7 hours and 30 minutes worked: Double time and a half.
  - 172.4 Easter Saturday: Double time and a half (regardless of whether the day had been declared a public holiday)
173. The following arrangements will also apply to OAWG field employees who work overtime on Anzac Day :

173.1 when Anzac Day falls on a weekday - single time and one half in addition to normal hourly rate of salary during the period 5.00am to 9.00pm until 8 hours are worked. Overtime is then payable at double time and one half; and

173.2 when Anzac Day falls on a weekend - double time and one half for any hours worked.

#### Minimum payment

174. Where an employee reports for approved overtime that is not continuous with ordinary hours of work the employee will be paid for a minimum of 3 hours at the prescribed overtime rate. This minimum payment will also be paid in the event the employee reports for approved overtime and is subsequently not required to perform that work.

#### Rest relief after overtime

175. An employee who works overtime will be entitled to an 8 hour break plus reasonable travelling time before recommencing work, without incurring any loss of pay or deduction from flextime.

176. An eligible employee who is directed to return to work without the 8-hour break will be paid double time (i.e. single time in addition to the normal hourly rate of salary) for work performed until an 8-hour break can be taken. An employee not eligible for overtime who is not able to have an 8 hour break should be granted time off in lieu equal to the period of work performed until an 8 hour break can be taken.

#### Time off in lieu (TOIL) of overtime

177. Employees eligible for overtime payment have the option to receive TOIL instead of overtime payments, calculated at the applicable overtime rate. In cases where TOIL has been granted but operational requirements have prevented the employee from taking time off within 4 weeks or other agreed period, payment of overtime will then be made.

### **Overtime meal allowance**

178. An overtime meal allowance is payable to employees who are required to work authorised overtime away from home:

178.1 for a continuous period of at least 2 hours on a Monday to Friday, that extends to the completion of, or beyond, a meal period; or

178.2 for a continuous period of at least 3 hours on a Saturday, Sunday or Public Holiday that commences prior to and ceases at the completion of, or beyond, a meal period; and

178.3 if a meal break of at least 30 minutes is actually taken, except where overtime is continuous with normal ordinary hours of work.

179. For the purposes of overtime meal allowance, a meal period for all employees, other than shiftworkers, is:

179.1 Monday to Friday: 7:00am to 9:00 am, 6:00pm to 7:00pm and midnight to 1:00am

179.2 Saturdays, Sundays & Public Holidays: 7:00am to 9:00 am, 12:00pm to 2:00pm, 6:00pm to 7:00pm and midnight to 1:00am

180. For the purposes of overtime meal allowance, a meal period for shiftworkers is:
- 180.1 Monday to Friday: 7:00am to 9:00 am, 12:00pm to 2:00pm, 6:00pm to 7:00pm and midnight to 1:00am
  - 180.2 Saturdays, Sundays & Public Holidays: 7:00am to 9:00 am, 12:00pm to 2:00pm, 6:00pm to 7:00pm and midnight to 1:00am
181. An employee working overtime from home is not entitled to be paid meal allowance. Overtime is not payable during a meal break.
182. The overtime meal allowance rate will be determined by the Secretary with reference to the relevant subscription service.

### **Restriction allowance**

183. The Secretary may, with the agreement of an employee, include the employee on an approved restriction roster and restrict the employee between the hours of 6.00pm and 8.00am Monday to Friday, and on weekends and public holidays.
184. Employees on an approved restriction roster must remain contactable and at the required degree of readiness to perform extra duty to be eligible for payment of restriction allowance. A manager may arrange for restricted employees to be provided with either a mobile telephone, pager and/or rental assistance on their private telephone service.
185. Eligible employees will be paid restriction allowance of 8.5% of their hourly salary. An employee's salary for the purposes of calculating restriction allowance includes payment for temporary assignment.
186. Eligible employees who have been restricted and are required to perform work at a place of work will be paid overtime in accordance with the Emergency Duty provisions of this Agreement. Eligible employees who have been restricted and are required to perform work but not required to attend the office will be paid a minimum overtime payment of one hour.
187. Employees will not be entitled to restriction allowance and overtime payment for the same period of work.
188. Where more than one period of duty is required during a period of restriction, the separate overtime payments cannot exceed the amount that would have been paid had the employee remained on duty from the commencing time of duty on the first attendance to the ceasing time of duty on the last attendance.

### **Emergency duty**

189. This clause applies if:
- 189.1 an employee is directed to attend for work; and
  - 189.2 the employee would not ordinarily have been on work at that time; and
  - 189.3 the employee was not given notice of the direction before ceasing ordinary hours of work; and

190. For the time on emergency duty, the employee is to be paid:
- 190.1 a minimum of 2 hours; and
  - 190.2 at the rate of double time.
191. The time on emergency duty is taken to include reasonable time necessarily spent travelling to and from duty.
192. Employees are entitled to a break of at least 8 consecutive hours, plus reasonable travelling time, between the time they finish duty (which includes emergency duty worked that is continuous with ordinary hours of work) and the time they are next required to resume or continue work, without loss of pay. Where this break is not possible due to business needs, the employee will be paid at double ordinary time rates for any period of work until an 8-hour break occurs.

### **Executive level TOIL**

193. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
194. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
195. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
196. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
197. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the department.
198. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
199. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.

### **Public holidays**

200. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act :
- 200.1 1 January (New Year's Day);
  - 200.2 26 January (Australia Day);
  - 200.3 Good Friday and the following Monday;

- 200.4 25 April (Anzac Day);
  - 200.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 200.6 25 December (Christmas Day);
  - 200.7 26 December (Boxing Day); and
  - 200.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the FW Regulations 2009 from counting as a public holiday.
201. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
  202. The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
  203. The Secretary and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
  204. Where an employee other than a shiftworker substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
  205. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
  206. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 200.1 to 200.8.
  207. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
  208. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## **Additional holiday**

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

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

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

## **Christmas closedown**

211. The department work places will remain closed between Christmas and New Year. Employees will be provided with paid time off for the working days between Christmas and New Year with no deduction from leave credits.

212. Where employees are directed to work on one or both of these days, they will be paid overtime in accordance with the provisions of this Agreement as if these days were public holidays.

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

214. Casual employees will not be paid for days on which they are not normally rostered to work.



## Section 8: Leave

### General

- 215. Employees are required to seek prior approval before taking leave except where unable to do so because of unexpected illness or injury or where otherwise specified in this agreement.
- 216. Paid leave counts as service for all purposes. Unpaid leave does not count as service for any purpose and reduces the accrual of paid leave except where otherwise determined under legislation or otherwise specified in this Agreement or relevant DVA policy.

### Annual leave

- 217. Employees (other than casual employees) are entitled to 4 weeks (150 hours) of paid annual leave per year of service, accruing daily, credited monthly. Annual leave for part-time employees accrues on a pro-rata basis.
- 218. The taking of annual leave is subject to the availability of credits and approval by the manager, in advance.
- 219. Annual leave may be taken at half pay. However, unless approved by the Secretary, it may not be taken at half pay where the employee has an excessive leave balance.
- 220. Half pay annual leave will be deducted from leave credits at half the full pay rate. Part day absences will not be granted on half pay. Employees are encouraged to record part-day absences as flex leave or Time Off In Lieu rather than annual leave.

### Cash out

- 221. A manager and employee may agree in writing, on each occasion, for the employee to cash out up to 2 weeks of their annual leave provided the employee:
  - 221.1 has taken at least 3 weeks of annual leave or long service leave at full pay or 6 weeks at half pay in the preceding 12 month period; and
  - 221.2 would have an annual leave balance of at least 4 weeks after the cashout; and
  - 221.3 has not cashed out any annual leave in the preceding 12 month period.
- 222. Payment will be at the actual rate of salary on the date of cashout, including allowances payable during annual leave, and will be subject to usual taxation rates.
- 223. In exceptional circumstances, the Secretary may agree an alternate cash out arrangement.

### Excess annual leave

- 224. If an employee exceeds the maximum annual leave balance of 10 weeks at 1 October in any year (or 30 November if agreed with the manager) the employee will be directed to take that excess leave until the employee no longer exceeds the maximum.
- 225. Further information is provided in the relevant DVA policy.

## **Purchased leave**

226. Employees may elect to purchase up to 4 weeks additional leave over a 12 month or 18 month period or up to 6 weeks additional leave over an 18 month period.

## **Personal/carer's leave**

227. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited monthly and accumulates without limit.
228. For non-ongoing employees the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited monthly.
229. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
230. Leave at half pay may be approved by the Secretary.
231. A manager may grant personal/carer's leave in the following circumstances:
- 231.1 due to personal illness or injury; or
  - 231.2 to enable employees to attend appointments with a registered health practitioner unless it would be detrimental to an employee in any respect when compared to the NES under the FW Act;
  - 231.3 manage a chronic condition; and/or
  - 231.4 to enable employees to care for a family or household member or a person they have caring responsibilities for because of:
    - 231.4.1 illness or injury of the member, or
    - 231.4.2 unexpected emergency affecting the member, including up to 1 week to allow employees to put longer term care arrangements in place for the member; or
    - 231.4.3 other emergency reasons considered appropriate unless it would be detrimental to an employee in any respect when compared to the NES under the FW Act.
232. Granting of paid personal/carer's leave is subject to availability of credits. Employees must advise their manager as soon as practicable of their absence or their intention to be absent.
233. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 233.1 have a medical condition, including when they are in hospital; or

- 233.2 have a mental illness; or
  - 233.3 have a disability; or
  - 233.4 are frail or aged; or
  - 233.5 are a child, not limited to a child of the employee.
234. The manager will grant an employee personal/carer's leave if a medical practitioner reports that the employee has had contact with a person suffering from a notifiable disease and is unable to attend work.
235. Where paid personal/carer's leave has been exhausted, a manager may grant unpaid personal/carer's leave for personal illness or injury subject to provision of documentary evidence for the entire period.
236. Where paid personal/carer's leave has been exhausted, or where there is no entitlement to paid personal/carer's leave, an employee is entitled to up to 2 days unpaid personal/carer's leave on each occasion when a member of the employee's family or household requires care or support because of personal illness or injury or unexpected emergency. This can be taken as 2 unbroken days or as separate periods if agreed with the manager. Leave must be supported by documentary evidence. Such leave does not count as service unless provided for by legislation.

#### Requirement for documentary evidence

237. Evidence may be requested for absences of either more than 3 consecutive days or after 8 days without evidence per calendar year.
238. Acceptable evidence includes a certificate from a registered health practitioner, a statutory declaration or another form of evidence approved by the Secretary.
239. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
240. In certain circumstances, a manager may waive the requirement for documentary evidence for absences in excess of the maximum without documentation in a calendar year. Further guidance is provided in the relevant DVA policy.
241. Where the manager has requested an employee to provide suitable evidence to support absences from the workplace, and that evidence cannot be provided to support absences, the manager may deem the leave to be an unauthorised absence.

#### Invalidity

242. An employee whose employment with the APS is terminated on the grounds of invalidity, and is subsequently re-appointed under Section 75 of the Superannuation Act 1976, is entitled to be credited with the personal/carer's leave balance accrued at the date of termination.

### **Portability of leave**

243. Where an employee moves into the department from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

244. Where an employee is engaged in the department immediately following a period of ongoing employment in the Parliamentary Service, or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
245. Where an employee is engaged as an ongoing employee in the department and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
246. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
247. Where an employee is engaged as an ongoing employee in the department and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 243), the Secretary will offer to recognise any unused accrued personal/carer's leave at the employee's request.
248. Where an employee is engaged as an ongoing employee in the department and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
249. Where an employee is engaged in the department immediately following a period of ongoing service in the Australian Defence Force, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless:
- 249.1 the employee received payment in lieu of those entitlements on cessation of employment; or
  - 249.2 Where records of leave are unavailable, for each year of recognised prior service, a deduction of 1 week per year of recognised service will be made when records of leave taken are unavailable.
250. For the purposes of clauses 243 to 249, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting of leave**

251. When an employee is on:
- 251.1 annual leave;
  - 251.2 purchased leave;
  - 251.3 defence reservist leave;
  - 251.4 First Nations ceremonial leave;

251.5 NAIDOC leave;

251.6 cultural leave; or

251.7 long service leave; and

becomes eligible for, under legislation or this agreement:

251.8 personal/carer's leave; or

251.9 compassionate or bereavement leave; or

251.10 jury duty; or

251.11 emergency services leave; or

251.12 leave to attend to family and domestic violence circumstances; or

251.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

252. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

253. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Expenses – cancellation of leave or recall to duty**

254. The Secretary will approve reimbursement of incidental and travel expenses not recoverable from insurance or other sources incurred by an employee whose annual leave is cancelled without reasonable notice or is recalled to duty.

255. The Secretary may approve reimbursement of incidental and travel expenses not recoverable from insurance or other sources incurred by an employee whose leave other than annual leave is cancelled without reasonable notice or is recalled to duty.

### **Long service leave**

256. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

257. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause 251 of this agreement.

### **Miscellaneous leave**

258. The Secretary may grant paid or unpaid miscellaneous leave for a variety of purposes.

- 259. Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support or otherwise by government directive.
- 260. Paid leave cannot be accessed during approved unpaid miscellaneous leave unless provided for by legislation. Further information is contained in the relevant DVA policy.

## **Cultural, ceremonial and NAIDOC leave**

### NAIDOC leave

- 261. First Nations employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
- 262. NAIDOC leave can be taken in part days.

### First Nations ceremonial leave

- 263. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 264. The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 265. First Nations ceremonial Leave can be taken as part days.
- 266. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### Cultural leave

- 267. The Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 268. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 269. Cultural leave can be taken as part days.
- 270. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 263.

## **Parental leave**

- 271. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 272. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

- 273. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 274. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

- 275. An employee is entitled to parental leave with pay as per clauses 277 and 278 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 276. Employees newly engaged or who have moved to the department from another APS agency are eligible for the paid parental leave in clauses 277 and 278 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 277 and 278 the balance is available to the employee.
- 277. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 2 below.

Table 2: Primary caregivers – circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

- 278. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 3 below.

Table 3: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

279. **Flexibility.** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
280. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
281. **Half-pay option.** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### Adoption and long-term foster care

282. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 282.1 is under 16 as at the day (or expected day) of placement;
  - 282.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - 282.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
283. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

#### Stillbirth

284. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
285. A stillborn child is a child:
- 285.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - 285.2 who has not breathed since delivery; and
  - 285.3 whose heart has not beaten since delivery.



### Pregnancy loss leave

286. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
287. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

### Premature birth leave

288. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

### Transitional provisions

289. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 277 until after the legislated paid maternity leave is used.

## **Compassionate leave**

290. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 290.1 a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 290.2 the employee or their spouse/partner has a miscarriage.
291. An employee may be asked to provide evidence to support their absences on compassionate leave.
292. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
293. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

294. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 294.1 a member of their family, household or someone they had a close personal relationship with dies; or
  - 294.2 a child is stillborn, where the child was a member of their family or household.
295. An employee may be asked to provide evidence to support their absences on bereavement leave.

296. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
297. For casual employees, bereavement leave is unpaid.

### **Sabbatical leave**

298. Sabbatical Leave provides ongoing employees with access to a self-funded extended absence from the workplace by allowing them to authorise the department to allocate 20% of their annual salary, for 4 years, to their Sabbatical Leave Fund.
299. Following the completion of the 4-year period the employee will be granted one year's leave of absence, not to count as service, and will receive payments drawn from their career interval leave fund during that absence.

### **Emergency response leave**

300. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
  - 300.1 the time engaged in the activity;
  - 300.2 reasonable travelling time; and
  - 300.3 reasonable recovery time.
301. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Secretary may provide additional emergency response leave with pay.
  - 301.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
302. Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
303. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
304. The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
305. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

306. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
307. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.

- 307.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
308. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
309. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the department for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

310. The Secretary will give an employee leave with or without pay to undertake:
- 310.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 310.2 Australian Defence Cadet Force obligations.
311. An employee who is a Defence Reservist can take leave with pay for:
- 311.1 up to 4 weeks (20 days) in each financial year (pro-rata for part time employees); and
  - 311.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part time employees).
312. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
313. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
- 313.1 Australian Navy Cadets;
  - 313.2 Australian Army Cadets; and
  - 313.3 Australian Air Force Cadets.
314. In addition to the entitlement at clause 311 paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
315. Paid defence reservist leave and all miscellaneous leave granted for Defence Reserve purposes counts for service.
316. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
317. Unpaid defence reservist leave for periods of CFTS taken over 6 months counts as service, except for annual leave.
318. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

319. Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or makeup time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations. The Secretary may also grant additional miscellaneous leave, with or without pay, for defence force requirements, including deployment.
320. Where an employee is deployed and receives payment for that deployment the department will pay the difference (top up) between:
- 320.1 any payment received in relation to that deployment; and
  - 320.2 the salary they would have received had they been at work in the department for that period.

## **Defence service sick leave**

321. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs has certified under the relevant legislation that an employee's medical condition is as a result of :
- 321.1 war-like service;
  - 321.2 non-war like service: or
  - 321.3 other defence related service.
322. An eligible employee can get 2 credits:
- 322.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 322.1.1 they start employment with the APS; or
    - 322.1.2 DVA certifies the condition.
  - 322.2 an annual credit of 3 weeks (15 days) defence service sick leave.
323. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
324. Unused annual credits can be built up to 9 weeks.
325. An employee cannot use annual credits until the initial credit is exhausted.
326. Defence service sick leave is paid and counts as service for all purposes.
327. Where an employee's Defence Service Sick Leave credits have been exhausted, personal leave provisions will apply.
328. Leave that counts as service for personal/carers' leave purposes will count as service for the accrual of Defence Service Sick Leave.

## **Leave to attend proceedings**

329. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
330. An employee who is not covered under clause 329, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the department.
331. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
332. The Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **Section 9: Employee support and workplace culture**

### **Blood donation**

- 333. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 334. The employee must inform their manager in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

### **Vaccinations**

- 335. The department will offer annual influenza vaccinations at no cost to all employees.
- 336. Where the department requires an employee performing a roles to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### **OAWG health checks**

- 337. Due to the nature of the work performed by OAWG field employees, the department will provide annual health checks for these employees, including hearing and skin cancer checks. Further guidance is provided in the OAWG OH&S Strategy as amended from time to time.

### **Telephony health checks**

- 338. The department will provide access to annual hearing and eyesight tests for employees undertaking telephony duties.

### **Child and dependant care**

- 339. Where an employee is required by the department to be away from home outside normal working hours, a managers may, in exceptional circumstances, reimburse some or all of the costs of additional family care arrangements provided by appropriate care providers. These arrangements would apply for short-term emergencies.
- 340. Where an employee has a timely application for leave (annual, purchased or long service leave) refused or cancelled, the department will reimburse child care costs of up to \$129 per week for leave that coincides with gazetted school holidays or non-gazetted school holidays confirmed in writing by the school.

### **Healthy lifestyle subsidy**

- 341. Employees will be eligible for a reimbursable subsidy, as detailed at Attachment C, each Fringe Benefits Tax (FBT) year to assist with meeting costs incurred in undertaking health and fitness activities provided those costs are minor FBT exempt benefits.

342. Reimbursement is subject to the employee submitting evidence of expenditure that is related to the employee and is not payable for that part of the cost of a program or activity that has been reimbursed by a health insurance fund or other organisation.

## **Employee Assistance Program**

343. Employees, their spouses or partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the department and will be accessible on paid time.

## **Respect at work**

### Principles

344. The department values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The department recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
345. The department recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

### Consultation

346. The department will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## **Family and domestic violence support**

347. The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
348. The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
349. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
350. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 350.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 350.2 providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;

- 350.3 providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 350.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 350.5 accessing alternative accommodation;
  - 350.6 accessing police services;
  - 350.7 attending court hearings;
  - 350.8 attend to issues arising through urgent property damage that is a consequence of family violence;
  - 350.9 access alternate childcare or schooling of children;
  - 350.10 attending counselling; and
  - 350.11 attending appointments with medical, financial or legal professionals.
351. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
352. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
353. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
354. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
355. Paid miscellaneous leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
356. Evidence may be requested to support the department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the department will require, unless the employee chooses to provide another form of evidence.
357. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
358. The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. the department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
359. Where the department needs to disclose confidential information for purposes identified in clause 358 where it is possible the department will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.



360. The department will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
361. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
362. The department will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
363. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

### **Integrity in the APS**

364. The department understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or the department decisions.
365. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
366. Employees can, during their ordinary work hours, take time to:
  - 366.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the department ; and
  - 366.2 attend the department mandated training about integrity.

### **First Nations cultural competency training**

367. The Secretary will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
368. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Disaster support**

369. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Secretary will consider flexible working arrangements to assist the employee to perform their work.
370. Where flexible working arrangements are not appropriate, the Secretary may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
371. In considering what period of leave is appropriate, the Secretary will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

## Section 10: Performance and development

### Performance management

372. The department is committed to performance management arrangements that operate transparently and consistently, support employees, provide regular objective feedback and focuses on learning and development opportunities.
373. All employees will participate in the department's performance management arrangements.
374. The purpose of performance management is to:
- 374.1 develop a culture of high performance in the department;
  - 374.2 align individual performance requirements with business requirements;
  - 374.3 ensure that employees have a clear understanding of their role, and the performance and behavioural standards expected of them: and
  - 374.4 identify and plan for learning and development needs.
375. The principles of performance management are:
- 375.1 joint responsibility – an employee and the manager will participate in all aspects of performance management, including documenting performance expectations, initiating reviews, and seeking and providing feedback as required.
  - 375.2 No surprises – the performance arrangements will ensure that the employee is aware of their performance progress. A manager should identify and address performance concerns at the earliest opportunity.
  - 375.3 Fair – the performance arrangements will provide an employee with an opportunity to respond to performance feedback, consistent with natural justice principles.
  - 375.4 Realistic, achievable, measurable – work outcomes and performance measures will be within the employee's control and consistent with their work level.
376. The assessment of performance against agreed performance and behavioural expectations will determine a performance rating. Where an employee's performance consistently meets the expectations for business deliverables and observable behaviours their performance will be assessed as 'meets expectations'.
377. Where an employee 'Meets Expectations' for both business deliverables and observable behaviours the incremental advancement provisions in Clause 30 to 31 will apply.
378. Where an employee does not meet expectations for either business deliverables or observable behaviours or both incremental advancement will not apply.

379. The table below details the performance rating salary outcome:

<b>Rating</b>	<b>Definition</b>	<b>Salary Outcome</b>
Meets Expectations	Consistently meets or exceeds the expectations for business deliverables and observable behaviours	Incremental advancement (where not at the top of the salary range)
Does not Meet Expectations	Does not consistently meet the expectations of either business deliverables or observable behaviours or both.	No incremental advancement – A Performance Improvement Plan will be required

380. Further information is provided in the relevant DVA policy.

## **Managing underperformance**

381. Underperformance or poor performance is a failure to perform the duties of the position or to perform them to the standard required. Underperformance is usually managed in 2 stages, an informal process and a formal process.

382. Where despite workplace counselling designed to improve performance through feedback and other measures, an employee's performance continues to fall below the expected standard, a 2 month period of formal performance counselling and assessment will commence which will involve:

382.1 a formal written warning specifying:

382.1.1 the required standard of duties the employee has been assigned:

382.1.2 that performance will need to improve:

382.1.3 how the employee's performance will be assessed; and

382.1.4 the possible consequences if the employee has not attained and sustained the required standards by the end of the 2 month assessment period:

382.2 further assessment of performance: and

382.3 a final assessment of performance at the end of the 2 month period.

383. If, at the end of the 2 month assessment period the employee's performance fails to meet the expected standard, the employee may have their employment terminated or alternatively may have their classification reduced or be reassigned.

384. These provisions do not apply to non-ongoing employees or employees while they are on a period of probation.

385. Further information is provided in the relevant DVA policy.

## **Workloads**

386. The department recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
387. When determining workloads for an employee or group of employees, the department will consider the need for employees to strike a balance between their work and personal life.
388. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the department and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

## **Study assistance**

389. The Secretary may approve access, for ongoing employees:
- 389.1 to financial assistance up to \$7,000 per calendar year and/or
  - 389.2 study leave,
- to support the successful completion of tertiary studies that are relevant to the operational needs of the department.
390. Further information is available in the relevant DVA policy. Specific proposals for studies assistance must be reflected in the employee's performance agreement.

## **Learning and development**

391. The department is committed to continuing to invest in building a capable, professional, flexible and effective workplace to deliver services and support to veterans and families now and into the future.
392. Subject to operational requirements and available resources, employees should have access to at least 5 days of structured development activities per year.

## **Professional qualifications**

393. Where an employee is required by the department to hold mandatory qualification and/or maintain professional registration/membership for their role, the department will:
- 393.1 reimburse an application, professional fees for registration or accreditation/qualifications
  - 393.2 reimburse annual membership fees
  - 393.3 reimburse reasonable costs for professional development expenses or journals (as agreed in an employee's learning and development plan).
394. Further details are contained in the relevant DVA policy.

## **Medical Officers – professional development**

395. Medical Officers may claim for expenditure on activities to assist in attaining and maintaining relevant and agreed skills and knowledge. Medical Officers may also be approved to engage in private practice.

396. Further details are contained in the relevant DVA policy.

## **Section 11: Travel and location-based conditions**

### **Domestic travel**

- 397. An employee absent overnight from their usual place of work will be paid an allowance for meals and incidentals determined by reference to the relevant subscription services.
- 398. An employee will receive an accommodation payment of \$50 for each overnight stay if they choose to stay in non-commercial accommodation. An employee who has travelled away from their usual place of work and resided in the one locality for a period of 21 days may be provided with assistance as set out under the Temporary Relocation provisions in this Agreement.
- 399. Further details are provided in the relevant DVA policy.

### **Excess fares and excess travelling time**

- 400. An employee at APS Level 6 (or equivalent) or below who undertakes a temporary assignment at a different location, and incurs excess fares and additional travelling time, will be entitled to compensation for the additional fares and time in a manner agreed with their manager.
- 401. A manager may approve reimbursement of excess fares and compensation for additional travelling time for excess or potentially excess employees who are:
  - 401.1 Relocated through reassignment of duties at level or on reduction on a trial basis or otherwise; and
  - 401.2 At APS Level 6 or equivalent or below prior to the reduction.
- 402. Compensation under clause 401 is available for a maximum of 6 months and cannot be made in advance. If compensation is made during a trial period that results in permanent placement, the total period for compensation cannot exceed 6 months.
- 403. Payment under this clause is not available where the employee is in receipt of travel allowance.

### **Motor vehicle allowance**

- 404. Where the manager has authorised an employee to use a private car for official purposes the employee will be paid motor vehicle allowance (MVA). Further information is provided in the relevant DVA policies and instructions.
- 405. MVA will be paid at the lesser of either the relevant rate per kilometre determined by the Secretary with reference to the relevant subscription service or the cost to the Australian Government of providing car hire.
- 406. Where an employee can demonstrate that use of a private vehicle for official purposes involves greater expenses than are covered by the above, the Secretary may approve payment of an additional allowance.

## **Overseas travel**

407. The class of travel and other conditions applicable to travel on official business overseas will in accordance with government travel policy and as determined by the Secretary.

## **Relocation assistance**

408. Where an APS employee is required to relocate at the request of the department (such as a promotion), the employee will be provided with financial relocation assistance and are entitled to Disturbance Allowance (except where relocated temporarily) and Food Allowance as provided at Attachment C. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
409. Where an employee is required to relocate on engagement with the department the employee will be provided with financial relocation assistance.
410. Reasonable expenses associated with the relocation include:
- 410.1 the cost of transport of the employee, their dependants and partner by the most economical means;
  - 410.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 410.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 410.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
411. Additional relocation assistance may be considered by Secretary discretion.
412. Further details are provided in the relevant DVA policy.

## **Remote localities**

413. Remote localities assistance is available to an ongoing employee who is required to work in a remote locality as defined by the Australian Standard Geographical Classification (ASGC) Remoteness Structure.
414. DVA ongoing employees whose usual place of work has continued to be in Townsville since before the operation of the 2015-2018 DVA Enterprise Agreement are entitled to remote localities assistance under this Agreement under grandfathered arrangements.
415. Further details are provided in the relevant DVA policy.

## **District allowance**

416. An eligible employee will be paid fortnightly district allowance at the annual rate specified in Attachment C.



417. The employee will continue to receive district allowance whilst on annual leave, provided they were in receipt of district allowance on the day immediately prior to commencement of the period of annual leave.
418. An employee eligible for remote locality assistance will receive payment at the 'with dependants rate' if the employee has any dependants:
- 418.1 Who reside(s) with the employee; and
  - 418.2 Whose income, if any, is less than 60% of the base DVA adult APS Level 1 salary (income means gross income earned through salary and wages or, for dependants who are self-employed, taxable).

### **Air conditioning subsidy – Adelaide River**

419. Employees entitled to district allowance whose usual place of work is at Adelaide River are eligible for an air conditioning subsidy.
420. Further details are provided in the relevant DVA policy.

### **Leave fare assistance**

421. Leave fare assistance (LFA) is provided to assist employees and their dependants to leave the remote locality and fly to the nearest Australian capital city for the purposes of taking leave for recreation.
422. Entitlement to LFA accrues either yearly or 2 yearly, as specified in Attachment C, on commencement and thereafter on the anniversary of commencement in the locality but does not accrue to children under 2 years of age unless approved by the Secretary in special circumstances. Employees may hold entitlement to no more than 2 LFA payments in credit at any time. LFA entitlements lapse when an employee no longer works at a remote locality.
423. Where the employee and their dependants choose to travel by motor vehicle, the employee will be paid the appropriate motor vehicle allowance for the kilometres between the remote locality and the nearest capital city and may seek reimbursement of reasonable additional costs. Total payment will not exceed the LFA that would otherwise be payable.

### **Travel for medical, specialist medical or emergency dental treatment**

424. The Secretary may approve economy air travel, in accordance with government travel policy, or reimbursement up to the cost of economy air travel, to another location for an employee who is eligible for district allowance, or their dependant(s) residing at the same locality, and an attendant if necessary, for the purpose of obtaining necessary medical, specialist medical or emergency dental treatment.

### **Reimbursement of fares for emergency or compassionate travel**

425. If a member of the family of an employee who is eligible for district allowance, or their dependant(s) residing at the same locality, becomes critically ill or dies, the Secretary may

approve reimbursement of receipted costs of return economy fares reasonably incurred for travel within Australia.

### **Child reunion fares**

426. Where the child of an employee who is eligible for district allowance attends a primary or secondary school away from the employee's location, the Secretary may approve reunion travel for the child to visit the employee at the remote locality or the nearest capital city.

# Section 12: Consultation, representation and dispute resolution

## Consultation

### Principles

427. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
428. The department recognises:
- 428.1 the importance of inclusive and respectful consultative arrangements;
  - 428.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 428.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on DVA policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 428.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 428.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
429. Genuine and effective consultation involves:
- 429.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 429.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 429.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 429.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### When consultation is required

430. Consultation is required in relation to:
- 430.1 changes to work practices which materially alter how an employee carries out their work;
  - 430.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 430.3 major change that is likely to have a significant effect on employees;
- 430.4 implementation of decisions that significantly affect employees;
- 430.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 430.6 other workplace matters that are likely to significantly or materially impact employees.

431. The department, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the department. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

432. This clause applies if the department

- 432.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 432.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

433. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

434. The department must recognise the representative if:

- 434.1 an affected employee appoints, or affected employees appoint, a representative for the purposes of consultation; and
- 434.2 the employee or employees advise the employer of the identity of the representative.

Major change

435. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:

- 435.1 the termination of the employment of employees; or
- 435.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 435.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 435.4 the alteration of hours of work; or
- 435.5 the need to retrain employees; or

- 435.6 the need to relocate employees to another workplace; or
- 435.7 the restructuring of jobs.
- 436. The following additional consultation requirements in clause 437 to 443 apply to a proposal to introduce a major change referred to in clause 430.3.
- 437. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 431.
- 438. Where practicable, a department change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 439. The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 440. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 431, the department must:
  - 440.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 440.1.1 the proposed change;
      - 440.1.1.1 the effect the proposed change is likely to have on the employees; and
      - 440.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - 440.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 440.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
      - 440.1.2.2 information about the expected effects of the proposed change on the employees; and
      - 440.1.2.3 any other matters likely to affect the employees.
- 441. The department must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 442. However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 443. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department the requirements set out in clauses 435 to 440 are taken not to apply.

#### Change to regular roster or ordinary hours of work

444. The following additional consultation requirements in clause 445 to 447 apply to a proposal to introduce a change referred to in clause 430.5.
445. The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
446. As soon as practicable after proposing to introduce the change, the department must:
- 446.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 446.1.1 the proposed introduction of the change; and
  - 446.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 446.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 446.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 446.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 446.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the department is not required to disclose confidential or commercially sensitive information to the affected employees and the relevant union(s) and/or other recognised representatives.
447. The department must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

#### Interaction with emergency management activities

448. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A (1) of the FW Act.

### **Workplace Consultative Forum**

449. The Secretary will establish a Workplace Consultative Forum (WCF) for the duration of the Agreement.
450. The WCF will be the key mechanism for consultation between the department, employees and their representatives.
451. The WCF will consult on strategic workplace matters affecting employees in the workplace.
452. The WCF will meet at least quarterly and operate subject to agreed terms of reference, where necessary additional meetings may be held.

- 453. The WCF will include management, employee and union representatives/officials.
- 454. At any one time management representatives will not be greater than the total number of employee and union representatives/officials.
- 455. Information on the roles and composition of the WCF will be detailed in the Terms of Reference.
- 456. The WCF may form subcommittees and working parties.

### **APS consultative committee**

- 457. The Secretary will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

### **Dispute resolution**

- 458. If a dispute relates to:
  - 458.1 a matter arising under the agreement; or
  - 458.2 the National Employment Standards;this term sets out procedures to settle the dispute.
- 459. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 460. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 461. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 462. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 461 have been taken, a party to the dispute may refer the dispute to the FW Commission.
- 463. The Fair Work Commission may deal with the dispute in 2 stages:
  - 463.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 463.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the FW Commission may then:
    - 463.2.1 arbitrate the dispute; and
    - 463.2.2 make a determination that is binding on the parties.

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

464. While the parties are attempting to resolve the dispute using the procedures in this term:
- 464.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 464.2 subject to 464.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - 464.2.1 the work is not safe; or
    - 464.2.2 applicable work health and safety legislation would not permit the work to be performed; or
    - 464.2.3 the work is not appropriate for the employee to perform; or
    - 464.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
465. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
466. Any disputes arising under the DVA Enterprise Agreement 2019 to 2022 or the National Employment Standards that were formally notified under clause 22 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

#### Leave of absence to attend proceedings

467. Where the provisions of clauses 458 to 463 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 457, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FW Commission arising from referral of the matter in clause 462.

### **Delegates' rights**

468. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the department.
469. The role of union delegates is to be respected and supported.
470. The department and union delegates will work together respectfully and collaboratively.



## Supporting the role of union delegates

471. The department respects the role of union delegates to:
  - 471.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 471.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 471.3 represent the interests of members to the employer and industrial tribunals; and
  - 471.4 represent members at relevant union forums, consultative committees or bargaining.
472. The department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
473. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
474. To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:
  - 474.1 provide union delegates with reasonable access to DVA facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 474.2 advise union delegates and other union officials of the DVA facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 474.3 allow reasonable official union communication appropriate to the department from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include the department vetoing reasonable communications;
  - 474.4 provide access to new employees as part of induction; and
  - 474.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
475. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or the department before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Section 13: Separation and retention**

### **Resignation**

- 476. An employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.
- 477. At the instigation of the Secretary, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 478. Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.
- 479. The Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### **Payment on death of an employee**

- 480. When an employee dies, or the Secretary has directed that an employee is presumed to have died on a particular date, the Secretary must authorise payments 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, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

### **Redeployment, retraining, redundancy**

- 481. These provisions do not apply to employees on probation or to non-ongoing employees.
- 482. The Secretary will advise any employee, in writing, if they are likely to become excess and will take reasonable action to assess the redeployment prospects of the potentially excess employee.
- 483. Discussions will be held with the potentially excess employee to consider:
  - 483.1 redeployment opportunities for the employee concerned, taking into account the Secretary's assessment; and
  - 483.2 whether the potentially excess employee is interested in voluntary redundancy.
- 484. During these discussions, the employee may choose to be accompanied by a support person.
- 485. Prior to the conclusion of these discussions, employees who are not potentially excess may be invited by the Secretary to express interest in voluntary redundancy, where those redundancies would facilitate the redeployment of excess or potentially excess employees.
- 486. Excess and potentially excess employees will be considered in isolation for all DVA vacancies at their substantive level, and prior to those vacancies being advertised. Excess employees will

be considered before potentially excess employees. Where more than one excess or potentially excess employee is considered for a vacancy, the selection decision will be based on a comparative assessment of those employees.

487. Potentially excess and excess employees being assessed for redeployment to a vacancy need only demonstrate that they will be able to satisfactorily perform the duties, with training and development, within a reasonable time frame (ordinarily within 3 to 6 months).

#### Determining excess status

488. An employee may be declared excess if:

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

489. The Secretary may advise the employee in writing that they are excess to requirements:

- 489.1 after the completion of discussions in clause 483 or
- 489.2 if the employee or the employee's representative decline to attend discussions – no less than 4 weeks after the Secretary has told the employee that the employee is likely to become an excess employee in accordance with clause 482.

#### Employee support and career transition

490. The department will provide integrated employee support and career transition services including financial and/or career counselling usually to a combined maximum of \$850 (unless exceptional circumstances warrant an additional amount) to assist potentially excess and excess employees make decisions on retirement and associated issues such as superannuation. Access to this amount is available once only. A potentially excess employee cannot receive funding for this purpose at a later date as an excess employee if they have already accessed this support.

### **Voluntary redundancy**

491. Where the Secretary invites an excess employee to consider an offer of voluntary redundancy, the employee will have 4 weeks within which to accept the offer. If the employee accepts the offer the Secretary will issue a Notice of Termination at or after the end of that period and not before, unless the Secretary and the employee agree to the Notice of Termination being given earlier.
492. Only one formal offer of voluntary redundancy will be made to an excess employee.
493. Where an employee has not already received the following information, within the 4 week consideration period the employee must be given information on the employee's:

- 493.1 estimated redundancy pay, pay in lieu of notice, annual and long service leave credits;
- 493.2 accumulated superannuation contributions and superannuation options;
- 493.3 taxation rules applying to the various payments; and
- 493.4 financial/career counselling reimbursement up to a combined maximum of \$850 unless exceptional circumstances warrant an additional amount, and if not already accessed previously in this process

Redundancy benefit

- 494. An employee who accepts an offer of voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements is entitled to be paid:
  - 494.1 a sum equal to 2 weeks' salary for each continuous completed year of service deemed to be continuous and as defined in clause 497 of this Agreement
  - 494.2 plus a pro-rata payment for completed months of service since the last completed year of service,

subject to any minimum amount the employee is entitled to under the NES.
- 495. The minimum sum payable is 4 weeks' salary and the maximum is 48 weeks' salary.
- 496. The redundancy benefit is calculated on a pro-rata basis for any period where the employee has worked part-time hours during their period of service and has less than 24 years full-time service subject to any minimum amount the employee is entitled to under the NES.
- 497. Subject to the following clauses, service for redundancy pay purposes:
  - 497.1 service in the department;
  - 497.2 Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976, excepting ACT Government Service (unless transitional eligibility applies);
  - 497.3 service with the Australian Government (other than service with a Joint Commonwealth-State body corporate in which the Australian Government does not have a controlling interest) that is recognised for long service leave purposes;
  - 497.4 service with the Australian Defence Forces;
  - 497.5 continuous APS service immediately preceding deemed resignation under repealed section 49 of the PS Act 1922, if the service has not been previously recognised for redundancy pay purposes; and
  - 497.6 service in another organisation where:
    - 497.6.1 the employee was reassigned from the APS to that organisation with a transfer of function; or

497.6.2 the employee engaged by that organisation on work within a function is engaged as a result of the reassignment of that function to the APS and such service is recognised for long service leave purposes.

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

498.1 the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or

498.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the PS Act.

499. Service for redundancy pay purposes does not include any period of prior service that ceased:

499.1 through termination on the following grounds:

499.1.1 the employee lacks, or has lost, an essential qualification for performing their duties;

499.1.2 non-performance, or unsatisfactory performance of duties;

499.1.3 inability to perform duties because of physical or mental incapacity;

499.1.4 failure to satisfactorily complete an entry level training course;

499.1.5 failure to meet a condition imposed under section 22(6) of the PS Act; or

499.1.6 a breach of the Code of Conduct; or

499.2 on a ground equivalent to a ground listed in subclause (a) above under the repealed PS Act 1922; or

499.3 through voluntary retirement at or above the minimum retiring age applicable to the employee; or

499.4 with the payment of a redundancy (severance) benefit or similar payment or an employer-financed retirement benefit (e.g. superannuation).

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

Rate of payment - redundancy benefit

501. For the purpose of calculating any payment under clause 494 of this Agreement, salary will include:

501.1 the employee's salary; or

501.2 the salary of the higher work level, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which they are given a Notice of Termination

- 501.3 other allowances in the nature of salary that are paid during periods of annual leave and on a regular basis, excluding allowances that are a reimbursement for expenses incurred or a payment for disabilities associated with the performance of work.

## **Involuntary redundancy**

### Retention period

502. The Secretary will not involuntarily terminate the employment of an excess employee under section 29 of the *PS Act 1999*, unless they otherwise agree, until the following retention periods have elapsed;
- 502.1 13 months service where, on the day the retention period commences, the employee identified as excess has at least 20 years of service with the Commonwealth, or is aged 45 years or over; or
- 502.2 7 months service if the employee identified as excess has less than 20 years of service with the Commonwealth, and is under 45 years of age on the day the retention period commences.
503. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 502 will be reduced by that redundancy pay entitlement on termination, calculated as at the expiry of the retention period as adjusted by this clause.
504. The retention period will commence on the earlier of the following:
- 504.1 the day the employee is advised in writing by the Secretary that they are an excess employee; or
- 504.2 4 weeks after the day on which the Secretary invites the employee to elect to have their employment voluntarily terminated under clause 491 of this Agreement.
505. During the retention period the Secretary will continue to take reasonable steps to find alternative employment for the employee, including movements at level. The employee will also take reasonable steps to find alternative employment and actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
506. After taking the above steps, the Secretary may, after giving 4 weeks' notice to the employee, reduce their classification as a means of securing alternative employment.
507. If this occurs prior to the end of the retention period the employee will continue to be paid at their previous salary level for the balance of the retention period. For these purposes previous salary level includes the salary of a higher work level, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which they were reduced in classification level, provided the employee would have continued to act but for the excess employee situation. Their previous level will also include allowances or loadings in the nature of salary that are paid during periods of leave and on a regular basis.

508. The retention or notice periods relating to the reduction in classification of an excess employee or notice of involuntary termination will be extended by any periods of certificated personal/carer's leave due to the illness of the employee during these periods.
509. The excess employee may be provided with assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
510. Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may, with the agreement of the employee, terminate their employment under section 29 of the PS Act and pay a lump sum comprising;
- 510.1 balance of the retention period (as shortened for the NES under clause 503) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
  - 510.2 the employee's NES entitlement to redundancy pay.
511. An excess employee will not have their employment terminated involuntarily:
- 511.1 before they have been invited to consider an offer of voluntary termination of employment, or
  - 511.2 if they have agreed to have their employment voluntarily terminated but the Secretary refuses to approve it; and/or
  - 511.3 if there is another employee performing similar work at the same level and in the same location who has previously agreed to have their employment terminated, been refused, still wishes to accept voluntary termination of employment and the Secretary agrees.

#### Notice periods

512. Where an employee's employment is terminated due to voluntary or involuntary redundancy, the employee will receive 4 weeks' notice of termination (or 5 weeks for employees over 45 years of age with at least 5 years of continuous service as defined in clause 497).
513. In the case of involuntary redundancy, wherever possible the notice period will be concurrent with the retention period.
514. Where an employee has their employment terminated before the expiration of the notice period, payment in lieu for the unexpired period will be made. The payment must not be less than the amount the employee would have received if they had continued to work in accordance with their usual arrangements until the end of the notice period.

# Attachment A – Base salaries

Table 1 – Administrative and Executive Levels

APS Classification	DVA Broadband	Professional Broadband	Increment Point	As at 31 August 2023	From the later of the commencement of the agreement or 14 March 2024 (4%)	From 13 March 2025 (3.8%)	From 12 March 2026 (3.4%)
APS Level 1	DVA Band 1	Professional Band 1	1	\$51,737	\$53,806	\$55,851	\$57,750
			2	\$53,101	\$55,225	\$57,324	\$59,273
			3	\$54,464	\$56,643	\$58,795	\$60,794
			4	\$56,211	\$58,459	\$60,680	\$62,743
			5	\$57,956	\$60,274	\$62,564	\$64,691
APS Level 2			1	\$60,165	\$62,572	\$64,950	\$67,158
			2	\$61,358	\$63,812	\$66,237	\$68,489
			3	\$62,549	\$65,051	\$67,523	\$69,819
			4	\$64,181	\$66,748	\$69,284	\$71,640
			5	\$65,811	\$68,443	\$71,044	\$73,459
APS Level 3	DVA Band 2	Professional Band 1	1	\$67,915	\$70,632	\$73,316	\$75,809
			2	\$69,039	\$71,801	\$74,529	\$77,063
			3	\$69,949	\$72,747	\$75,511	\$78,078
			4	\$71,454	\$74,312	\$77,136	\$79,759
			5	\$72,957	\$75,875	\$78,758	\$81,436
APS Level 4		1	\$76,696	\$79,764	\$82,795	\$85,610	
		2	\$77,700	\$80,808	\$83,879	\$86,731	
		3	\$78,702	\$81,850	\$84,960	\$87,849	
		4	\$80,252	\$83,462	\$86,634	\$89,580	
		5	\$81,802	\$85,074	\$88,307	\$91,309	
APS Level 5	Professional Band 2	1	\$85,503	\$88,923	\$92,302	\$95,440	
		2	\$86,105	\$89,549	\$92,952	\$96,112	
		3	\$86,708	\$90,176	\$93,603	\$96,786	
		4	\$87,907	\$91,423	\$94,897	\$98,123	
		5	\$89,106	\$92,670	\$96,191	\$99,461	
APS Level 6		1	\$93,976	\$97,735	\$101,449	\$104,898	
		2	\$96,807	\$100,679	\$104,505	\$108,058	
		3	\$99,636	\$103,621	\$107,559	\$111,216	
		4	\$103,174	\$107,301	\$111,378	\$115,165	
		5	\$106,713	\$110,982	\$115,199	\$119,116	
Executive Level 1			1	\$118,220	\$122,949	\$127,621	\$131,960
			2	\$121,063	\$125,906	\$130,690	\$135,133
			3	\$123,905	\$128,861	\$133,758	\$138,306
			4	\$126,861	\$131,935	\$136,949	\$141,605
			5	\$129,820	\$135,013	\$140,143	\$144,908



<b>Executive Level 2</b>			<b>1</b>	\$142,574	\$148,277	\$153,912	\$159,145
			<b>2</b>	\$146,511	\$152,371	\$158,161	\$163,538
			<b>3</b>	\$150,452	\$156,470	\$162,416	\$167,938
			<b>4</b>	\$155,462	\$161,680	\$167,824	\$173,530
			<b>5</b>	\$160,474	\$166,893	\$173,235	\$179,125

**Note**

There is a work barrier at the top of each APS classification level within DVA broadbands.

**Table 2 Medical Officers**

APS Classification		As at 31 August 2023	From the later of the commencement of the agreement or 14 March 2024 (4%)	From 13 March 2025 (3.8%)	From 12 March 2026 (3.4%)
<b>Medical Officer Class 1</b>	<b>1</b>	\$107,569	\$111,872	\$116,123	\$120,071
	<b>2</b>	\$116,501	\$121,161	\$125,765	\$130,041
	<b>3</b>	\$125,363	\$130,378	\$135,332	\$139,933
	<b>4</b>	\$132,693	\$138,001	\$143,245	\$148,115
	<b>5</b>	\$140,021	\$145,622	\$151,156	\$156,295
<b>Medical Officer Class 2</b>	<b>1</b>	\$151,175	\$157,222	\$163,196	\$168,745
	<b>2</b>	\$153,803	\$159,955	\$166,033	\$171,678
	<b>3</b>	\$155,774	\$162,005	\$168,161	\$173,878
	<b>4</b>	\$157,748	\$164,058	\$170,292	\$176,082
	<b>5</b>	\$159,060	\$165,422	\$171,708	\$177,546
<b>Medical Officer Class 3</b>	<b>1</b>	\$168,915	\$175,672	\$182,348	\$188,548
	<b>2</b>	\$170,842	\$177,676	\$184,428	\$190,699
	<b>3</b>	\$172,770	\$179,681	\$186,509	\$192,850
	<b>4</b>	\$174,696	\$181,684	\$188,588	\$195,000
	<b>5</b>	\$176,622	\$183,687	\$190,667	\$197,150
<b>Medical Officer Class 4</b>	<b>1</b>	\$184,200	\$191,568	\$198,848	\$205,609
	<b>2</b>	\$191,372	\$199,027	\$206,590	\$213,614
	<b>3</b>	\$195,073	\$202,876	\$210,585	\$217,745
	<b>4</b>	\$198,776	\$206,727	\$214,583	\$221,879
	<b>5</b>	\$202,479	\$210,578	\$218,580	\$226,012

**Table 3 – Grandfathered Transitional Salary Rates**

**Grandfathered Transitional Salary Rates**

APS Classification	Previous DVA Designation	As at 31 August 2023	From the later of the commencement of the agreement or 14 March 2024 (4%)	From 13 March 2025 (3.8%)	From 12 March 2026 (3.4%)
APS Level 5	Public Affairs Officer 1	\$85,503	\$88,923	\$92,302	\$95,440
		\$89,106	\$92,670	\$96,191	\$99,461
APS Level 6	Public Affairs Officer 2	\$100,794	\$104,826	\$108,809	\$112,509
		\$109,948	\$114,346	\$118,691	\$122,726
Executive Level 1	Public Affairs Officer 3	\$135,896	\$141,332	\$146,703	\$151,691
		\$144,500	\$150,280	\$155,991	\$161,295
Executive Level 2	Senior Public Affairs Officer	\$153,213	\$159,342	\$165,397	\$171,020
		\$163,205	\$169,733	\$176,183	\$182,173
APS Level 6	Legal 1	\$97,105	\$100,989	\$104,827	\$108,391
		\$102,446	\$106,544	\$110,593	\$114,353
Executive Level 1		\$120,785	\$125,616	\$130,389	\$134,822
		\$126,628	\$131,693	\$136,697	\$141,345
		\$144,500	\$150,280	\$155,991	\$161,295
Executive Level 2	Legal 2	\$155,636	\$161,861	\$168,012	\$173,724
		\$164,570	\$171,153	\$177,657	\$183,697

## Attachment B – Supported Wage System

1. This schedule defines the condition which will apply which will apply to employees because of the effects of a disability and who are eligible for a supported wage under the terms of this agreement.

### Definitions

2. In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**Disability Support Pension** means the commonwealth Government pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au))

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### Supported wage rates

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

Table 1 Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity [sub-clause (d)]	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

#### Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

#### Lodgement of SWS wage assessment agreement

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

#### Review of assessment

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

#### Other terms and conditions of employment

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

#### Workplace adjustment

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

#### Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the FW Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 [Assessment of capacity] in this attachment.

## ATTACHMENT C – ALLOWANCES

Allowances	Rate on commencement of agreement	Increases (Per Annum)	Frequency (e.g. annual)	Detail	Counts for superannuation	Counts as salary to calculate overtime	Payable during Long Service Leave	Payable during Annual Leave	Payable during Personal Leave	Reduced pro-rata during period of half-pay leave (during leave)	Included in income maintenance for excess employees	Redundancy- Severance payments	Payment in lieu of notice
Child and Dependant Care (School holidays)	Up to \$129 per week	Nil	Per week	On approval	N	N	N	N	N	N	N	N	N
Community Language allowance	Rate 1 - \$1,435 Rate 2 - \$2,870	Detailed in Clause 76	Annual	Paid fortnightly	Y	Y	Y	Y	Y	Y	Y	Y	Y
Departmental Liaison Officer Allowance	\$21,623	Increase with salary in year 2 and 3	Annual	Paid fortnightly	*	N	N	*	*	*	N	Y	Y
Healthy Lifestyle Subsidy	\$299	Nil	FBT year	Reimbursement	N	N	N	N	N	N	N	N	N
Overtime Meal Allowance	as per subscription	as per subscription	N/A		N	N	N	N	N	N	N	N	N
Workplace responsibility allowance - First Aid Officer - Health and Safety Representative - Emergency Warden - Harassment Contact Officer - Mental Health First Aid Officer	\$30.51	Increase with salary in year 2 and 3	Fortnightly	Paid fortnightly  Flat rate not prorated	Y	N	Y	Y	Y	Y	Y	Y	Y

Travel and Related Allowances													
Accommodation allowance (non-commercial)	\$50	Nil	Per overnight stay	On approval	N	N	N	N	N	N	N	N	N
Disturbance Allowance	\$1,554	CPI **	Per relocation	Flat rate	N	N	N	N	N	N	N	N	N
	\$554			Per dependent									
Food Allowance	\$690	CPI **	Per relocation. Subject to cooking facilities at temp location	3 weeks - 3 months	N	N	N	N	N	N	N	N	N
	\$1,383			>3 months									
	\$1,554			Per relocation									
Motor Vehicle Allowance	as per subscription	as per subscription	N/A		N	N	N	N	N	N	N	N	N
Travel Allowance	as per subscription	as per subscription	N/A	Meals and Incidentals	N	N	N	N	N	N	N	N	N
Remote Locality Allowances													
District Allowance													
Townsville Dependent	\$2,436	CPI **	Annual	#	N	N	*	Y	Y	N	Y	Y	Y
No Dependents	\$1,227			#									
Adelaide River Dependent	\$7,836												
No Dependents	\$4,442												
Leave Fare Assistance	lowest priced, fully flexible, return airfare on 1 January	1 December	Annual	Adelaide River	N	N	N	N	N	N	N	N	N
			2 yearly	Townsville #									

\* Subject to certain conditions # Grandfathered

\*\* These allowances will be increased 12 months and 24 months after commencement of this Agreement in line with CPI as advised by the Reserve Bank of Australia for the preceding 12 months.

Note: Salary-based allowances will be increased by the salary percentage increases in line with the timing of these.

## Attachment D – Shiftwork Arrangements

1. This schedule defines the shiftwork arrangements and any additional entitlements which apply to shiftworkers employed under the terms of this agreement.

### Rosters and ordinary hours

2. Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.
3. Shiftworkers will be rostered so that they are rostered for no more than 150 ordinary hours per 4 weeks.

### Change of shift

4. Changes to rostered hours of work can be by mutual consent at any time or by amendment of the roster on 7 days' notice.
5. Shiftworkers can exchange shifts or rostered days off by mutual agreement with the consent of the Secretary. Where a shiftworker requests to change their shift; or 2 shiftworkers mutually agree to swap their shifts; or where a manager advertises the available shift to a group of staff collectively and a staff member voluntarily accepts that shift, the shift may be approved provided the arrangement does not give any employee an entitlement to an overtime payment.
6. In the absence of consent or 7 days' notice, employees will be paid the appropriate overtime penalty rates for work outside the previously rostered hours of work. Payment of penalty rates on this basis will be continued for each changed shift until employees have received 7 days' notice of shift change.
7. The penalty rates in clause 6 are not payable where an agency is unable to give 7 days' notice because of the sickness or unanticipated absence of another employee.

### Breaks

8. An employee must not be required to work for more than 5 hours without an unpaid break of at least 30 minutes.

### Penalty rates—shiftworkers

9. Shift penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based upon salary.
10. For the purposes of calculating penalty rates, an employee's ordinary rate will be considered to include any higher duties allowance for the shift.
11. A shiftworker will be paid the following penalty rates for all ordinary hours worked by the shiftworker during the following periods:



Table 1 Shift Penalty rates

Ordinary hours worked	Description	Penalty rate	Irregular or intermittent penalty rate
Ordinary hours during 7am to 7pm – no penalty rate	See Clause 3	Ordinary hourly rate (100%)	Ordinary hourly rate plus irregular or intermittent loading (125%)
Day/Night shift*	Where any part of the shift falls between 7:00pm and 7am	115%	140%
Night shift*	Where shift falls wholly within the period 7:00 pm and 7:00 am	130%	155%
Saturday	All hours	150%	175%
Sunday	All hours	200%	225%
Public Holiday or Additional holiday	All hours	250%	275%

12. Where Day/Night or Night shifts are worked on a Saturday, Sunday, Public Holiday or Additional Holiday, the relevant Saturday, Sunday, Public Holiday or additional Holiday shift penalties apply and replace the day/night or night shift penalty rate.
13. Shift penalties will not be paid for any period of leave paid or unpaid with the exception of approved annual leave.
14. The Secretary may approve, in consultation with employees and their representatives, payment of an annual shift allowance in lieu of penalty rates. The allowance will be calculated by averaging shift conditions including penalty rates.

#### Public holidays and additional holidays

15. Public holidays and additional holidays are as prescribed in clauses 200 to 209, except for work on 25 December, whether or not another day has been declared as a substitute holiday, will be considered a holiday.
16. Where a public holiday occurs on a day on which the employee is rostered off work, they will be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday.
17. Where it is not practicable to grant a day off under clause 15 the employee will be paid one day's pay at the ordinary rate.

#### Christmas closedown

18. Where shiftworkers are required to work through the Christmas closedown clauses 15 to 17 apply

## Overtime

19. Work will be considered overtime for a shiftworker where a delegate approves the payment of overtime and it is performed on any day which is outside the normal rostered ordinary hours of work on that day.
20. Work will be considered overtime for an irregular or intermittent shiftworker where a delegate approves the payment of overtime and where it is performed on any day beyond the normal rostered hours of work on that day; or in excess of 38 hours in a week or an average of 38 hours per week over a cycle of shifts. The casual loading is not paid for overtime.
21. Where an employee works overtime the employer must pay the employee the overtime rates as follows:

Table 2 Overtime rates - shiftworkers

For overtime worked on	Overtime rate
Monday to Friday – first 3 hours	150%
Monday to Friday – after 3 hours	200%
Saturday and Sunday – all day	200%
Public Holiday or Additional holiday	250%

## Leave - general

22. Where an employee utilises annual or personal/carers leave, leave balances will be reduced by the number of hours taken.

### Additional annual leave

23. Shiftworkers will be entitled to an additional half a day paid annual leave for each Sunday rostered, up to a maximum of 5 days per year.
24. Part-time employees will be entitled to leave under clause 23 only where the employee has a shift pattern involving the regular performance of rostered work on Sundays and Public Holidays and an average of not less than the number of shifts per week of an equivalent full-time employee.

### Payment for annual leave

25. A shiftworker on approved annual leave will, for the period of the annual leave, receive shift penalty payments in relation to any shifts the employee would have worked if the employee was not on approved annual leave.

### Documentary evidence

26. One shift will be regarded as one day for the purpose of the requirements of documentary evidence for personal/carers leave.
27. One shift will be regarded as one day for the purpose of granting compassionate leave. Cultural, ceremonial and NAIDOC leave, Bereavement Leave and emergency response leave

Rate of payment – redundancy pay

28. For the purposes of calculating any payment under clause 501 shift penalties are to be included in salary 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. The employee is entitled to have the weekly average of the penalties payable over the 12 months immediately preceding the date on which the employee is given notice of termination included in salary.

Rate of payment – period of notice

29. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

**FORMAL ACCEPTANCE OF THIS AGREEMENT**

Full Name: Alison Frame  
Title: Secretary, Department of Veteran's Affairs  
Address: 21 Genge Street, Canberra ACT 2600

  
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Date: 14/03/24

Signed for and on behalf of the Commonwealth as employer

Full Name: Brooke Muscat  
Title: National President, CPSU  
Address: Level 4/224 Bunda Street, Canberra, ACT 2601

  
\_\_\_\_\_

Date: 14/03/24

Signed for and on behalf of the Community and Public Sector Union as bargaining representative

Full Name: Dr Tony Sara  
Title: President  
Address: 44/330 Wattle Street, Ultimo, NSW 2007



\_\_\_\_\_ Date: 14/03/24

Signed for and on behalf of the Australian Salaried Medical Officers' Federation as a bargaining representative

Full Name: Andrew Lewis  
Title: Senior Industrial Adviser  
Address: Level 1, 39 Brisbane Avenue, Barton ACT 2600



\_\_\_\_\_ Date: 14/03/24

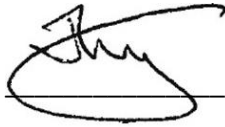
Signed for and on behalf of the Australian Medical Association as a bargaining representative

**FORMAL ACCEPTANCE OF THIS AGREEMENT**

Full Name: Jeffrey Grey

Title: Individual bargaining representative – Department of Veterans' Affairs

Address: 21 Genge Street, Canberra ACT 2600



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Date: 14/03/24

Signed as a bargaining representative