

Defence Housing Australia Enterprise Agreement 2015

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

- 1.1 This Agreement shall be known as the Defence Housing Australia Enterprise Agreement 2015.

2. Coverage, parties and persons bound

- 2.1 This Agreement is made pursuant to Section 172 of the Fair Work Act. In accordance with Section 53 of that Act, this Agreement covers:
- (i) the Managing Director of DHA, on behalf of the Commonwealth of Australia; and
 - (ii) employees of DHA engaged under the Public Service Act excluding Senior Executive Service employees.

3. Commencement and duration

- 3.1 This Agreement commences on the seventh day after the Agreement is approved by the Fair Work Commission.
- 3.2 The nominal expiry date is three years after commencement.

4. Effect of Agreement on other employment instruments

- 4.1 The conditions and entitlements in this Agreement replace any conditions and entitlements included in any other employment instrument, whether this is a formal or informal instrument that previously applied to an employee who is covered by this Agreement.
- 4.2 DHA guidelines, policies or procedures referred to in this Agreement are not incorporated into, and do not form part of the Agreement.
- (a) Where such policies are inconsistent with the provisions of this Agreement then this Agreement prevails.
- 4.3 Employees will make themselves familiar with DHA guidelines, policies and procedures as they may be varied from time to time and will be applied on the basis of their terms at the time of any relevant action or decision.

5. Delegations

- 5.1 All the powers and authorities in this Agreement are held by the DHA Managing Director.
- 5.2 The Managing Director may, by instrument in writing, delegate or authorise to a person any of the Managing Director's powers, authorities or functions under this Agreement, excluding his or her power to delegate or authorise unless otherwise specified by the Managing Director.
- 5.3 The Managing Director may issue instructions relating to the exercise of a delegated power, authority or function.

PART B. REMUNERATION

6. Pay rates

- 6.1 The pay rates for DHA employees are as set out at Appendix 1 to this Agreement.

7. Method of payment

- 7.1 Employees will be paid fortnightly in arrears and the fortnightly rate of pay will be calculated using the following formula:

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

- 7.2 Payment will be made to a financial institution account nominated by each employee, subject to the financial institution accepting payment by electronic funds transfer.

8. Salary on commencement or promotion

- 8.1 Subject to sub-clause 8.2, where an employee commences in DHA or is promoted to a higher level, salary will be payable at the minimum annual salary for the employee's classification unless a higher amount is determined by the Managing Director.
- 8.2 Where an employee is being paid under a higher duties arrangement and that employee is promoted, that employee's salary will be equivalent to the combination of salary and higher duties allowance paid prior to the promotion or higher as determined by the Managing Director and having regard to the qualifications, knowledge, experience and ability of the employee.

9. Salary increases

- 9.1 Annual salaries to be paid from the commencement of this Agreement are specified in Appendix 1.
- 9.2 The following pay increases will be payable under this Agreement:
- (a) 2 per cent from the commencement of this Agreement; and
 - (b) 2 per cent 12 months from the commencement of this Agreement; and
 - (c) 2 per cent 24 months from the commencement of this Agreement.

10. Advancement to higher salary within level

- 10.1 To recognise exceptional performance, an employee's salary will advance within his or her classification level by two per cent, subject to the employee not being paid more than the maximum pay rate for that classification level, from 1 October in each year where he or she:

- (i) has been classified at that level for at least six months as at 30 June;
- (ii) is not already at the maximum salary for his or her classification level; and
- (iii) is assessed under the Performance Development Scheme as having *Exceeded Targets*, or an equivalent assessment rating if the scheme is changed during the life of the Agreement.

10.2 Periods of unpaid leave not to count as service and unauthorised absences will not be included in the period of service required under sub-clause 10.1(a).

11. Performance bonuses

11.1 An employee must comply with the requirements outlined in clause 22 of this Agreement to be eligible for a performance bonus. An employee will be eligible for payment of a performance bonus as long as the employee:

- (a) has at least six months continuous service with DHA during the relevant appraisal cycle;
- (b) is still employed by DHA on 30 June in that year; and
- (c) receives at least a rating of met all targets (or equivalent).

11.2 Non-ongoing employees who are employed on an irregular or intermittent (casual) basis are not entitled to a performance bonus.

11.3 Where an employee:

- (i) was part time during the appraisal cycle; or
- (ii) was on paid or unpaid leave for more than 12 weeks during the year; or
- (iii) commenced with DHA during the appraisal cycle,

the performance bonus payable will be a pro rata amount.

11.4 The maximum bonus payable in respect of each year of the Agreement is set out in the following table:

Level	Maximum per cent of annual salary
DHA1 – DHA4	7.5
DHA5 – EL1	12.5
EL2	15.0

11.5 A bonus may be payable where an employee has met or exceeded all targets (or an equivalent standard as determined by the Managing Director) during the appraisal cycle in accordance with the following:

- (a) rating of *met all targets* or equivalent – up to 70 per cent of the maximum; or
- (b) rating of *exceeded all targets* or equivalent – between 71 and 100 per cent of the maximum.

12. Northern Territory Retention Payment

- 12.1 An employee working in the Northern Territory will be eligible for a Northern Territory Retention Payment of \$1,500 in February each year where:
- (i) the employee has worked for DHA for a continuous period covering at least 1 August in the previous year to 30 January in the relevant year;
 - (ii) the employee has not had an unauthorised absence or more than 4 weeks of paid and/or unpaid leave between 1 October in the previous year and 30 January in the relevant year;
 - (iii) the employee has been assessed as having *met all targets* or a higher rating during the previous 12 months; and
 - (iv) the employee is working in a Northern Territory based position on 30 January of the relevant year.
- 12.2 This clause does not apply to non-ongoing employees engaged on an irregular or intermittent basis (casual).
- 12.3 The Northern Territory Retention Payment will be paid to part time employees on a pro rata basis.

13. Casual loading

- 13.1 Non-ongoing employees who are employed on an irregular or intermittent basis (casual) will be paid a 20 per cent casual loading on their salary in lieu of access to all forms of paid leave (other than Long Service Leave), payment for public holidays on which the employee is not rostered to work, the Christmas break period and payment of performance bonuses.

14. Flexible remuneration packaging

- 14.1 Employees may have access to a flexible remuneration packaging scheme. The scheme allows an employee to receive non-salary benefits in lieu of salary.
- 14.2 The key requirements of the scheme are that:
- (i) the scheme operates at no cost to DHA;
 - (ii) participation is entirely voluntary; and
 - (iii) employees may be required to obtain financial advice to be able to participate in the scheme.

14.3 Salary for superannuation, severance and termination purposes for an employee, who has elected to convert part of his or her salary to non-salary benefits, shall be determined as if the salary packaging arrangements did not exist.

15. Superannuation

15.1 DHA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

15.2 Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap which will be no less than 15.4 per cent. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (for example, unable to accept contributions for people aged over 75).

15.3 Employer superannuation contributions will not be paid on behalf of employees during periods of leave that do not count as service, unless otherwise required under legislation or fund requirements.

15.4 Employer superannuation contributions will be paid to accumulation superannuation funds during periods of paid and unpaid parental leave (including maternity and parental) for periods of leave to a maximum of 52 weeks.

16. Supported salary for employees with a disability

16.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary in accordance with the Government's Supported Wage System.

PART C. CLASSIFICATION STRUCTURE

17. Classification structure

17.1 The DHA classification structure is outlined at Appendix 1. The classification structure includes the following broadbands:

- (i) DHA1 to DHA2 broadband – called Broadband 1;
- (ii) DHA3 to DHA4 broadband – called Broadband 2; and
- (iii) DHA5 to DHA6 broadband – called Broadband 3.

17.2 Employees at the DHA1 level in Broadband 1, DHA3 level in Broadband 2 and at the DHA5 level in Broadband 3 may be advanced to the higher

level within that broadband where there is a vacant position and the employee is assessed at least at the satisfactory level and is assessed as having the necessary expertise, skill and ability to perform the tasks of the vacant position.

18. Cadetships

- 18.1 DHA may engage cadets under an established cadetship scheme.
- 18.2 Where DHA engages a Cadet, the cadet will be engaged at the DHA2 level and will be paid at the minimum annual salary of the DHA2 level as set out at Appendix 1. The cadet will receive the normal rate of pay for their classification when attending DHA for practical training and 60 per cent of this rate when in full-time study.

19. Traineeships

- 19.1 DHA may engage Trainee employees under a Traineeship or an Indigenous Traineeship scheme.
- 19.2 The Trainee will be engaged at the DHA Trainee level and will be paid at the minimum DHA Trainee annual salary as set out at Appendix 1.
- 19.3 Notwithstanding sub-clause 19.2, trainees will be paid not less than the minimum rate of pay for trainees set by the Fair Work Commission.
- 19.4 On successful completion of a Traineeship, DHA may offer continuing employment to the trainee subject to work availability and having been assessed at least at the satisfactory level. Continuing employment will be at the DHA3 level.

20. Graduates

- 20.1 DHA may employ graduates as part of a graduate intake scheme. The graduates will be subject to DHA's graduate program and will be engaged at the DHA3 level throughout that program. The program will normally be for a period of 12 months.

21. Juniors

- 21.1 Junior rates of pay may apply to employees under 21 years of age holding the DHA Level 1 classification as follows:
 - (a) under 18 years 60% of the minimum pay point
 - (b) at 18 years 70% of the minimum pay point
 - (c) at 19 years 81% of the minimum pay point
 - (d) at 20 years 91% of the minimum pay point

22. Higher duties

- 22.1 The following table sets out the payment arrangements where an employee is required to work at a higher level for a temporary period:

Level of higher duties	Length of qualifying period for payment of higher duties	Higher duties to be paid
DHA3 – DHA6	2 weeks	\$1,000 per annum or minimum pay point of higher level at which the duty is being performed, whichever is greater (pro rata for higher duties period)
EL1 – EL2	6 weeks	\$2,000 per annum or minimum pay point of higher level at which the duty is being performed, whichever is greater (pro rata for higher duties period)

- 22.2 Where an employee is initially required to work at a higher level for a period that does not require additional payment and the higher level work is later extended such that the total period does require additional payment, the employee will be paid for the entire duration of the higher duties.
- 22.3 The Managing Director may determine that an employee who is entitled to additional payment under this clause will be paid a higher amount than specified in sub-clause 22.1.

PART D. PERFORMANCE MANAGEMENT

23. Performance Development Scheme

- 23.1 All employees are required to participate in the Performance Development Scheme which requires each employee to enter into an annual Performance Agreement.
- 23.2 Each employee's Performance Agreement will include:
- (i) key performance expectations and performance indicators;
 - (ii) required workplace behaviours expected of the employee; and
 - (iii) learning and career development goals.
- 23.3 Employees' performance will be reviewed each appraisal cycle against their performance as reflected in their negotiated Performance Agreement. Each employee will be assessed as one of:

- (i) unsatisfactory;
- (ii) met all targets;
- (iii) exceeded all targets.

24. Managing underperformance

- 24.1 The provisions of this Section do not apply to employees during their first six months of employment in the APS.
- 24.2 Where DHA considers that an employee's performance is below the minimum level required at the employee's classification level, an underperformance process may be initiated. Further information is in DHA's guidelines for managing underperformance.
- 24.3 Where an employee's performance continues to be below the minimum level required at the employee's classification level, DHA may:
 - (a) reduce the employee's classification level;
 - (b) transfer the employee to another position at the same level; or
 - (c) terminate the employee's employment.

PART E. HOURS OF WORK

25. Ordinary hours of work

- 25.1 The ordinary hours of work for a full time employee are 7 hours 30 minutes per day, Monday to Friday.
- 25.2 The spans within which ordinary hours may be worked are:
 - (a) 6:30am to 12:00 midnight, Monday to Friday for shiftworkers; and
 - (b) 6:30am to 6:30pm, Monday to Friday for all other employees.
- 25.3 The ordinary hours of work for a part time employee are as specified in his or her part time work agreement.
- 25.4 Non-ongoing employees working on an irregular or intermittent basis (casual) do not have set ordinary hours of work.
- 25.5 Employees at or below DHA6 level will not be required to be on call outside of the employee's paid working hours.

26. Christmas break

- 26.1 DHA will allow employees to be absent on the three working days between Christmas and New Year without loss of pay or the use of any leave credits, subject to a skeleton staff working on the second and third days to allow continuation of normal services during that period.
- 26.2 Employees at DHA6 level and below who are required to work on any of the working days between Christmas and New Year to provide the

skeleton staffing or to meet business requirements will be paid at the rate of:

- (a) double time and a half for all hours required to be worked on the first working day after Boxing Day;
- (b) double time for all hours required to be worked on the other two days.

27. Flextime arrangements

- 27.1 This clause applies to all full time employees at DHA6 level and below unless otherwise determined by the Managing Director.
- 27.2 Any authorised time worked on a day that is in excess of 7 hours 30 minutes will accrue a credit. Where an employee works less than 7 hours 30 minutes, the employee will accrue a debit for the reduced hours.
- 27.3 Employees, other than those working according to a roster, may choose to start between 8.00 am and 8.30 am or finish between 5.00 pm and 5.30 pm without requiring approval from their manager. An employee may start and/or finish outside those times and within the span of hours on a single day or on an ongoing basis with the prior approval of his or her manager and subject to operational requirements. This clause does not apply to employees who are working shiftwork or who are working according to a roster.
- 27.4 For the purposes of accounting for hours of work, any leave taken by an employee will be treated as:
 - (a) 7 hours 30 minutes of work for a full day of leave; or
 - (b) the actual hours the employee was absent for a part day of leave.
- 27.5 Accrual of flex credits above 7 hours and 30 minutes must be approved in advance by the employee's manager.
- 27.6 Each employee will be entitled to a flex day each four weeks subject to the employee having a credit of at least 7 hours 30 minutes before taking the day off.
- 27.7 An employee may take additional flex days (which may be as a full or part day) where he or she has sufficient credits accrued, subject to the approval of his or her supervisor.
- 27.8 The maximum credit an employee may accrue is 37 hours and 30 minutes.
- 27.9 The maximum debit an employee may accrue is 10 hours. Any debit that would take the employee beyond 10 hours debit will be treated as unpaid leave and may be regarded as an unauthorised absence.
- 27.10 Employees who work according to a roster (including shiftworkers) will have their rosters include sufficient additional time each day for full time

employees at DHA6 level and below to allow such employees to take a flex day each four weeks. The flex day will then be included in the roster.

- 27.11 An employee who works according to a roster may work in excess of the roster with the approval of the relevant manager. Where this is the case, the employee will accrue a credit for the additional time other than where the additional time is approved overtime.
- 27.12 An employee will not be paid for any credits held by the employee on cessation of employment with DHA.
- 27.13 The value of any debits held by the employee on cessation of employment must be repaid. This repayment will normally be by way of a reduction in the employee's final payment. Further information can be found in DHA's overpayment policy.

28. Working hours for EL1 and EL2 employees

- 28.1 EL1 and EL2 employees are required to ensure their working hours are sufficient to meet all reasonable operational requirements, achieve required outcomes and, for full time employees be at least 150 hours for every four weeks. They are not subject to flex leave provisions.
- 28.2 Where an EL1 and EL2 employee consistently works additional hours they may, with the agreement of their manager, be granted time off in lieu subject to managerial approval and operational requirements. This can be a short term absence, including full day absence. Time off in lieu will not be on an hour for hour basis.
- 28.3 EL1 and EL2 employees are expected to work reasonable additional hours to manage workloads. Reasonable additional hours includes travel time.

29. Shiftwork

- 29.1 Shiftworker means a DHA employee who works shifts according to a roster which includes ordinary hours falling between 6:30pm and 12:00 midnight - Monday to Friday.
- 29.2 A shiftworker will receive a shift penalty of 15 per cent for any shift that includes ordinary hours between 6:30pm and 12:00 midnight, Monday to Friday.
- 29.3 Shift penalties will not be payable in respect of any overtime worked by a shiftworker.
- 29.4 DHA will generally not change a shift roster with less than 7 days' notice to an employee without the employee's agreement unless at least 7 days' notice is not possible because the roster change is necessitated by:
 - (a) an unexpected absence of another employee; or
 - (b) operational necessity caused by an event or incident not controlled by DHA.

29.5 Shift penalties will not be paid for a flex day.

30. Part time work

30.1 A part time employee is one whose ordinary hours of work are less than 37 hours and 30 minutes per week.

30.2 The minimum period of part time work that will be approved is four weeks.

30.3 Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis.

30.4 Allowances of a reimbursement nature will be the same for part time and full time employees.

30.5 All part time employees will have a part time work agreement.

Part time work combined with on call arrangements

30.6 For positions that would not normally be suited to part time work arrangements, DHA may approve an arrangement that combines part time work with a form of 'on call' arrangement.

30.7 Where a combined part time work and on call arrangement is entered into, the employee will be paid for a specified number of hours of work that is based on the average time the employee is expected to be required to work.

30.8 The employee's part time hours for the purpose of determining pro rata entitlements will be equal to the actual part time hours plus the number of hours paid during the on call period.

30.9 A combined part time work and on call arrangement may be cancelled by either the employee or DHA with four weeks written notice.

31. Overtime

31.1 Overtime may be approved by DHA for employees at classification levels DHA 6 level and below.

31.2 Overtime for a non shiftworker applies when an employee is required to work beyond 6:30pm or on public holidays or on weekends. Where an employee is required to work beyond 6:30pm, overtime will be paid from 5:30pm unless the employee and DHA agree to a later commencement of payment for overtime. DHA may approve overtime outside of these criteria where it is considered appropriate in the circumstances.

31.3 Overtime for a shiftworker is where DHA directs an employee to work more than 30 minutes in excess of his or her rostered hours (in which case the overtime will commence from the end of the employee's rostered shift), on public holidays or on weekends.

- 31.4 The normal means of compensation for overtime will be time off in lieu, accrued at the overtime rate, which must be taken within eight weeks of the overtime being worked. For a shiftworker, shift penalties will not be paid for time off in lieu. Where the employee's manager is unable to identify a time within the following eight weeks for the employee to take time off in lieu, the employee will be paid for the overtime.
- 31.5 For the purposes of calculating the entitlement, the following rates apply:
- (i) Monday to Friday (excluding public holidays) - time and a half;
 - (ii) Saturday – time and a half for the first three hours and double time thereafter;
 - (iii) Sunday – double time; and
 - (iv) Public holidays:
 - (i) where the employee is being paid for the public holiday in accordance with sub-clause 51.4 – time and a half for all hours worked in addition to the employee's normal pay for that day;
 - (ii) where the employee would not otherwise be paid for the public holiday – double time and a half for all hours worked.
- 31.6 For the purposes of sub-clause 30.5 the minimum period of overtime where it is not continuous with ordinary hours is three hours.

32. Meal allowance

- 32.1 An employee is entitled to payment of a meal allowance of \$26.45 where the employee is required to work:
- (a) more than two hours overtime where the overtime is continuous with normal work; or
 - (b) more than four hours overtime on weekends or public holidays.
- 32.2 Meal allowance is not payable if the employee is receiving a meals and incidentals allowance.

PART F. FLEXIBLE WORKING ARRANGEMENTS

33. Flexibility arrangements

- 33.1 The Managing Director and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the following terms of this Agreement:
- (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;

- (d) allowances;
 - (e) remuneration; and/or
 - (f) leave.
- 33.2 An individual flexibility arrangement must meet the genuine needs of DHA and the employee in relation to one or more of the matters mentioned in sub-clause 32.1 and must be genuinely agreed to by DHA and the employee.
- 33.3 DHA must ensure that the terms of an individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 33.4 DHA must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of DHA and the employee;
 - (c) is signed by DHA and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 33.5 DHA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 33.6 DHA or the employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if DHA and employee agree in writing – at any time.

PART G. LEAVE

34. General provisions

- 34.1 Public holidays that fall during a period of paid leave other than long service leave, maternity and parental leave, will not be deducted from the employee's leave credits.

35. Portability of leave

- 35.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.
- 35.2 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, DHA may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation from the employee's former agency.
- 35.3 Where an employee is engaged as either an ongoing or non-ongoing APS employee 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/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- 35.4 For the purposes of this clause:
- (a) 'APS employee' has the same meaning as the same term in the Public Service Act;
 - (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

36. Annual leave

- 36.1 Full time employees are entitled to 20 days of annual leave per year, accrued and credited on a daily basis.
- 36.2 A shiftworker for the purposes of the additional week of annual leave provided for in the National Employment Standards is an employee who is regularly rostered to work his or her ordinary hours on a Sunday.
- 36.3 An employee is able to take annual leave, subject to the availability of credits and approval by the employee's manager.
- 36.4 DHA will not unreasonably refuse a request by an employee to take paid annual leave.

- 36.5 Employees will not accrue any annual leave during any unauthorised absences or unpaid leave that is not to count as service of more than 30 calendar days in a calendar year.
- 36.6 Employees on worker's compensation leave for more than 45 weeks will have annual leave credits calculated according to actual hours worked after completion of the 45 weeks.

Half pay annual leave

- 36.7 An employee may elect to take his or her annual leave at half pay. Where this occurs, only half of the period of leave will count as service. An employee's annual leave balance will be reduced at half the rate.

Recall from leave

- 36.8 Where the Managing Director cancels approved annual leave for an employee, he or she will be entitled to the reimbursement of reasonable expenses incurred by the employee that are not otherwise recoverable under any insurance or from any other source and which are a direct result of the cancellation of the leave.

Maximum annual leave credits

- 36.9 Where an employee has more than eight weeks of annual leave credits, DHA may require the employee to take sufficient annual leave to reduce his or her credits to four weeks. Where possible, any leave taken under this sub-clause will be at an agreed time. Where DHA and an employee are unable to agree on the timing for a required period of leave, the Managing Director may specify the timing of the leave as long as the employee has been provided with at least four weeks of notice.

Cashing out of annual leave credits

- 36.10 The Managing Director may agree to an employee's request to 'cash out' annual leave in accordance with the following:
- (a) the cashing out must not result in the employee having less than 4 weeks of annual leave credits remaining;
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement must be in writing between the employer and the employee;
 - (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken then leave that the employee has forgone.

Payment for annual leave credits on termination of employment

- 36.11 Employees will be paid for any unused annual leave credits on resignation or termination of employment.

37. Purchased leave

- 37.1 Purchased leave is additional leave credits purchased by an employee through a reduction in an employee's fortnightly salary for a period of time.
- 37.2 The minimum amount of leave that can be purchased is one week and there is no upper limit. However, approval of access to purchased leave is subject to whether there will be an adverse operational impact and any costs involved in mitigating this impact.
- 46.3 Other than where the purchased leave is taken as part of a period of parental leave, purchased leave in excess of four weeks does not count as service for any purpose and will not affect salary for superannuation or any other purpose.

38. Personal leave

Approval of personal leave

- 38.1 The Managing Director will, subject to the availability of personal leave credits, approve paid personal leave for an employee for the following purposes:
- (a) where the employee is ill or injured and as a result is unable to work;
 - (b) to provide care or support for a member of the employee's immediate family or household who requires care or support because of:
 - (i) an illness or injury; or
 - (ii) an unexpected emergency.
- 38.2 Ongoing employees will accrue personal leave credits in accordance with the following:
- (a) employees commencing with DHA who have not had leave credits transferred under the portability provisions of clause 35 will receive 15 days of personal leave credits on commencement with DHA and after each subsequent 12 months of continuous service, an additional 15 days;
 - (b) employees commencing with DHA who have transferred leave, or have had leave credits transferred under the portability provisions of clause 35, from an agency that credits personal leave annually will be credited with 15 days of personal leave credits 12 months after the last credit of leave. Then, after each subsequent 12 months' continuous service, they will be credited with a further 15 days personal leave;
 - (c) employees commencing with DHA who have transferred leave, or have had leave credits transferred under the portability

provisions of clause 34, from an agency that credits personal leave on a pro rata basis will be credited with 15 days personal leave on commencement with DHA and, after each subsequent 12 months' continuous service, they will be credited with a further 15 days personal leave.

- 38.3 Non-ongoing employees who are not employed on an irregular or intermittent basis (casual) will accrue personal leave credits in accordance with this clause as follows:
- (a) 15 days during their first 12 months of employment, on a pro rata basis; and
 - (b) 15 days of personal leave credits at the commencement of the second and subsequent years of service.
- 38.4 The date for accrual of personal leave credits will be deferred by the length of any period of unauthorised absence or leave not to count as service during the previous 12 months.
- 38.5 Part time employees will accrue, and be credited with, personal leave based on their ordinary part-time hours as at the accrual date.
- 38.6 Employees on worker's compensation leave for more than 45 weeks will have personal leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 38.7 Unused personal leave credits will accumulate from year to year without limit.
- 38.8 Medical certificates must be provided by employees for absences due to personal injury or illness, unless waived by the Managing Director, where:
- (a) the employee has already taken five days of personal leave in the accrual year without providing a medical certificate; or
 - (b) the absence is for more than two consecutive work days.
- 38.9 The Managing Director may require:
- (a) a medical certificate where the leave is because of an illness or injury of the employee or an immediate family or household member; or
 - (b) a statutory declaration where the leave is because of an unexpected emergency affecting an immediate family or household member.
- 38.10 Personal leave will not be granted during a period of paid maternity leave.

Unpaid personal leave

- 38.11 Where an employee is unfit for work due to a personal illness or injury and he or she has no personal leave credits, he or she may be granted

unpaid personal leave for a maximum continuous period of three months, subject to the production of satisfactory medical evidence for the period granted. Unpaid leave under this sub-clause will count as service for all purposes other than for the purpose of accrual of annual and personal leave credits.

- 38.12 Any subsequent unpaid leave that is required by the employee will not count as service for any purpose unless provided for by legislation.

39. Unpaid carer's leave

- 39.1 In accordance with section 102 of the Fair Work Act, an employee is entitled to two days' unpaid carer's leave per permissible occasion where an employee has exhausted paid credits.

- 39.2 Unpaid carer's leave does not count as service for any purpose.

40. War service sick leave

- 40.1 Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused or defence-caused condition.

- 40.2 A war caused condition means an injury or disease of an employee that has been determined under the *Veterans' Entitlements Act 1986* or *Military Rehabilitation and Compensation Act 2004* or other relevant legislation as amended from time to time, to be war-caused or defence-caused.

- 40.3 Eligible employees will accrue a special credit of nine weeks on commencement with the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

- 40.4 The special credit must be used before the annual credits. Where an employee's war service sick leave credits have expired, personal leave provisions will apply.

- 40.5 Approval of a grant of war service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.

- 40.6 Leave that counts as service for personal leave purposes will count as service for war service sick leave purposes.

41. Compassionate leave

- 41.1 An employee is entitled to paid compassionate leave of three days on each occasion when a member of the employee's immediate family or household:

- (a) is suffering from an illness or injury that poses a serious threat to his or her life; or

(b) dies.

- 41.2 Casual employees will receive two days unpaid compassionate leave for each occasion specified in clause 40.1.
- 41.3 This entitlement may be taken in a single continuous period or separate periods as agreed between the employee and DHA.
- 41.4 DHA may require an employee accessing this leave to provide evidence of the illness, injury or death including certification from a medical practitioner that the illness or injury poses a serious threat to the person's life.

42. Special leave

- 42.1 Special leave may be approved where an employee is unable to attend work due to unforeseen, emergency or special circumstances. Access to special leave is subject to:
 - (i) the availability of credits;
 - (ii) a satisfactory reason for taking the leave;
 - (iii) operational requirements; and
 - (iv) consideration of the employee's personal circumstances.
- 42.2 Special leave will not be approved for a reason that is covered by the personal leave provisions.
- 42.3 Ongoing employees will accrue three days of special leave on commencement with DHA and an additional three days at the commencement of each subsequent 12 months of service.
- 42.4 Unused special leave will accumulate for the first two years of employment with DHA. At the end of the second and subsequent years of employment with DHA, unused special leave credits will be paid out in full.
- 42.5 Non-ongoing employees who are engaged for a term that exceeds 12 months will have the same entitlement to special leave as ongoing employees except that the initial three days of special leave credits will not accrue until after the first two months of employment.
- 42.6 Payment in lieu of unused special leave credits will not be paid to an employee on cessation of employment with DHA.

43. Maternity and parental leave

- 43.1 The entitlement to maternity and parental leave is provided to eligible employees in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (Maternity Leave Act) and the National Employment Standards, with additional conditions set out in this clause.

- 43.2 An employee who is entitled to paid maternity leave under the Maternity Leave Act will be entitled to an additional two weeks of paid maternity leave to be taken continuous with the entitlement to paid maternity leave provided by the Maternity Leave Act.
- 43.3 Employees who adopt or permanently foster a child, and who are the primary caregiver for that child, are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the Maternity Leave Act.
- 43.4 Employees are entitled to parental leave for adoption or permanent foster care where that child:
- (i) is, or will be, under the age of 16 years as at the day of placement or the proposed day of placement; and
 - (ii) has not, or will not have previously, lived continuously with the employee for a period of six months or more as at the day of placement or the proposed day of placement; and
 - (iii) is not a child or step-child of the employee or the employee's spouse.
- 43.5 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 permanent foster carer purposes.
- 43.6 Where an employee is entitled to paid maternity or parental leave, the employee may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate half of normal salary. Where the employee elects to take this option, only half of the total weeks of the leave period will count as service.
- 43.7 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. Where such a request is made, DHA will only refuse the application on reasonable business grounds. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
- 43.8 Unpaid maternity or parental leave will not count as service for any purpose.
- 43.9 On ending maternity or parental leave, employees have the return to work guarantee and the right to request reasonable flexible working arrangements that are provided by the Fair Work Act.

44. Supporting partner/other primary care giver leave

- 44.1 An employee who is not otherwise entitled to paid maternity or parental leave under the Maternity Leave Act or this agreement is entitled to 10 days of paid parental leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- 44.2 The leave must be taken within six weeks of the birth/placement of the child and is inclusive of public holidays.
- 44.3 This paid leave will count as service for all purposes. Employees may elect to have the payment for that leave spread out over 20 days at a rate of half normal salary. Where payment is spread over a longer period, only half the total leave period will count as service.
- 44.4 An employee who adopts a child is also entitled to two days of unpaid pre-adoption leave to attend interviews or examinations required to obtain approval.
- 44.5 Documentary evidence as outlined in clause 42.5, or a birth certificate following the birth of a child, must be submitted when applying for supporting partner/other primary caregiver leave.
- 44.6 An employee who receives paid parental leave under clause 42 is not entitled to paid parental leave under this clause.

45. Recognition of other parental roles

- 45.1 Where an employee is an enduring primary care giver, and has a parental role, for a child of an immediate family member, he or she will be entitled to parental leave under the same arrangements as provided in clause 42.3 to 42.9; however, they do not have an entitlement to payment for any leave (specifically payment of up to 14 weeks) as provided under clause 42.3.

46. Career break leave

- 46.1 An ongoing employee who has at least two years of continuous service with DHA may request unpaid career break leave of up to six months
- 46.2 Approval of leave under this clause will be subject to consideration of any operational impact and any costs involved in mitigating that impact. Career break leave may only be taken by an employee once every three years.
- 46.3 Any leave approved under this clause will not count as service for any purpose.

47. Long service leave

- 47.1 An employee is entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

- 47.2 The minimum period during which long service leave can be taken is seven calendar days at full pay or fourteen calendar days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

48. Community service leave

- 48.1 Employees are entitled to community service leave as provided in the Fair Work Act.
- 48.2 All community service leave is unpaid except for:
- (i) periods of jury service, subject to the employee submitting to DHA any payments made to the employee for jury service other than reimbursement of costs; and
 - (ii) the first five days of voluntary emergency management activity in a calendar year.

49. Defence Reservists leave

- 49.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 49.2 An employee is entitled to leave with pay, for up to four weeks during each calendar year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 49.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
- 49.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave accrual.
- 49.5 Eligible employees may also apply for annual leave, long service leave or flex days, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

50. Other leave

- 50.1 The Managing Director may approve paid, part paid or unpaid leave in exceptional circumstances and/or for a reason considered by the Managing Director to be appropriate and in the interests of DHA.
- 50.2 Such leave may be approved subject to conditions and/or to count as service or not to count as determined by the Managing Director.
- 50.3 Other leave for a part day will not normally be approved.

50.4 Where an employee is on unpaid other leave on the working days immediately before and after a public holiday, he or she will not be paid for the public holiday.

51. Public holidays

51.1 The following public holidays will apply under this Agreement:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (g) Christmas Day (25 December);
- (h) Boxing Day (26 December); and
- (i) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations* from counting as a public holiday.

51.2 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.

51.3 The Managing Director 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.

51.4 An employee, who is absent on a day or part-day that is a public holiday in a place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

51.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or personal 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 (for example, if on long service leave at half pay, payment is on half pay).

52. Unauthorised absences

- 52.1 Where an employee is absent from duty without approval the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement will cease to be available to the employee until he or she resumes duty or is granted leave. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and DHA will seek to recover those amounts.

PART H. ALLOWANCES

53. Travel

- 53.1 Where an employee is required to undertake travel on official business and is required to be away from home overnight:
- (a) The cost of reasonable accommodation will be paid by DHA; and
 - (b) The employee will either:
 - (i) be paid an allowance to cover the cost of meals and incidentals; or
 - (ii) have reasonable meals and incidentals expenditure paid by DHA using a credit card or other suitable means.

54. Part day travel allowance

- 54.1 Where an employee is required to be absent from his or her home locality for more than 10 hours, but is not required to be away overnight, he or she will be paid a taxable Part Day Travel Allowance of \$50.00.

55. Motor vehicle allowance

- 55.1 A motor vehicle allowance is payable where an employee is authorised by DHA to use his or her private vehicle for work related purposes.
- 55.2 The rate of motor vehicle allowance is the same as the rate determined by the “cents per kilometre” method used by the Australian Taxation Office.

56. Additional role allowances

- 56.1 Employees who are appointed to one or more of the following roles will be paid an additional role allowance of \$23.86 per fortnight:
- (a) First Aid Officer;
 - (b) Fire Warden or Deputy Fire Warden;
 - (c) Harassment Contact Officer; and/or
 - (d) Health and Safety Representative.

- 56.2 The allowances set out in this clause will be increased by:
- (a) 2 per cent from the commencement of this Agreement; and
 - (b) 2 per cent 12 months from the commencement of this Agreement; and
 - (c) 2 per cent 24 months from the commencement of this Agreement.
- 56.3 Any costs involved in attaining or retaining required qualifications for the additional roles will be paid or reimbursed as approved by DHA.

PART I. OTHER ENTITLEMENTS

57. Professional memberships

- 57.1 Where DHA requires an employee to hold a professional membership, DHA will pay or reimburse the costs of such membership.

58. Relocation assistance

- 58.1 Where an employee is required by DHA to relocate to another DHA office that requires the employee to move residence, DHA will pay or reimburse reasonable costs incurred by the employee as a result. Relocation assistance will not include financial loss where the employee's partner or family members loses or fails to secure employment at the new location.

59. Employee Assistance Program

- 59.1 DHA will make available to all employees and their immediate families a service to provide confidential, professional counselling to help resolve work related and personal problems.

60. School holiday care subsidy

- 60.1 An employee will be eligible for a school holiday care subsidy during school holidays where he or she has:
- (a) more than 12 months continuous service with DHA; and
 - (b) less than 20 days of Annual Leave credits, or the employee has more than 20 days Annual Leave credits but the employee's manager is unable to approve an application for Annual Leave during the school holidays due to operational requirements; and
 - (c) children under the age of 12 who are being cared for during the school holidays by a child care provider or a person who is not the employee's partner or older child.

60.2 Where the employee is eligible for the school holiday care subsidy, he or she will be reimbursed the cost of any school holiday care provided up to \$20 per day per child to a maximum of \$200 per week for an individual employee.

61. Flu vaccination

61.1 DHA will provide all employees with the opportunity to receive a flu vaccination each year by way of provision or reimbursement of a flu vaccination service.

PART J. CONSULTATION

62. Staff Consultative Group

62.1 DHA will continue to operate a Staff Consultative Group (SCG) under this Agreement.

63. Consultation

63.1 This term applies if the employer:

- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

63.2 For a major change referred to in clause 61.1(i):

- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
- (ii) clauses 61.3 to 61.9 apply.

63.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

63.4 If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

63.5 As soon as practicable after making its decision, the employer must:

- (i) discuss with the relevant employees:
 - (i) the introduction of the change;

- (ii) the effect the change is likely to have on the employees; and
- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

63.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

63.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

63.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 61.2(a) and subclauses 61.3 and 61.5 are taken not to apply.

63.9 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

- (i) the termination of the employment of employees; or
- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace;
- (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

63.10 For a change referred to in clause 63.1(ii):

- (i) the employer must notify the relevant employees of the proposed change; and
- (ii) clauses 63.11 to 61.15 apply.

63.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

63.12 If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

63.13 As soon as practicable after proposing to introduce the change, the employer must:

- (i) discuss with the relevant employees the introduction of the change; and
- (ii) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

63.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

63.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

63.16 In this term:

relevant employees means the employees who may be affected by a change referred to in clause 61.1.

PART K. REDUNDANCY

64. General

64.1 This Part only applies to an ongoing employee not subject to a probation period.

64.2 An employee may be retrenched where DHA has made a definite decision that it no longer requires an employee's job to be performed by the employee, or anyone else.

64.3 DHA may no longer require an employee's job to be performed by anyone, for reasons including:

- (a) there is a greater number of employees at a particular classification than is necessary for the efficient and economical working of DHA; or
- (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of DHA or structural or other changes in the nature, extent or organisation of the functions of DHA.

65. Assistance to employees

65.1 An employee who may be retrenched will be entitled to the following:

- (a) information about the value of the employee's termination payments if he or she is retrenched;
- (b) discussions about possible redeployment opportunities;
- (c) reimbursement of reasonable costs associated with the provision of financial assistance as approved prior to the retrenchment date of effect; and
- (d) referral to a service that provides employment.

66. Severance entitlements

66.1 An employee who is terminated by the Managing Director on the grounds that he or she is excess to the requirements of DHA is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.

66.2 Earlier periods of service may count provided there are no breaks between the periods of service, except where a break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

66.3 Any period of service which ceased by way of any of the grounds for termination specified in Section 29 of the Public Service Act (including any additional grounds prescribed in the Public Service Regulations); or on a ground equivalent to any of these grounds; or through voluntary retirement at or above the minimum retiring age applicable to the employee; or with the payment of a redundancy or similar payment or an employer-financed retirement benefit; will not count as service for severance pay purposes.

66.4 The minimum severance payment will be four weeks' salary and the maximum will be 48 weeks' salary.

- 66.5 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years of full-time service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- 66.6 For the purposes of sub-clause 66.1, the period of continuous service includes Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 66.7 For the purposes of sub-clause 66.1, absences from work which do not count as service for long service leave purposes will not count as continuous service for severance pay purposes.
- 66.8 For the purposes of sub-clause 64.1, the employee's salary will be the higher of:
- (a) the employee's annual base salary at his or her permanent classification level; or
 - (b) the salary payable at a higher classification level where the employee has been temporarily performing work and has been paid at that higher classification level for a period of 12 months or more immediately preceding the date on which DHA gave the employee notice of his or her termination.
- 66.9 An employee will not be entitled to severance pay where DHA offers the employee comparable employment and the employee refuses that offer.

67. Notice of termination on retrenchment

- 67.1 Where the employee is to be terminated or retrenched, DHA will provide the employee with the notice of termination set out in clauses 69.2 to 69.4.

68. Reduction in classification

- 68.1 DHA may, in order to prevent an employee being retrenched, reduce the employee's classification by one level, or two levels with the employee's consent, provide alternative duties or secure comparable employment for the employee with another employer.
- 68.2 Where the Managing Director reduces the classification level of the employee under sub-clause 68.1, the employee will be entitled to income maintenance payments to maintain his or her salary at the previous classification level for a period that is equal to two weeks for every year of service (as defined by sub-clauses 66.6 and 66.7), subject to a minimum period of four weeks and a maximum period of 48 weeks.

PART L. DISPUTE RESOLUTION

69. Procedures for preventing and settling disputes

69.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards;

this Section sets out procedures to settle the dispute.

69.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this section.

69.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant supervisors and/or managers.

69.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

69.5 The Fair Work Commission may deal with the dispute in two stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

69.6 While the parties are trying to resolve the dispute using the procedures in this Section:

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

- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

69.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this Section.

PART M. TERMINATION OF EMPLOYMENT

70. Resignation

70.1 An employee may resign at any time, and for whatever reason, and should give two weeks written notice of their resignation from employment. The required notice period may be shortened or waived by DHA.

71. Cessation of employment

Termination for serious misconduct

71.1 Nothing in this Agreement prevents DHA from terminating the employment of an employee for breaching the APS Code of Conduct, without further notice or payment in lieu of notice, in accordance with the Fair Work Act and associated regulations dealing with serious misconduct, and the Public Service Act.

Notice of termination

71.2 DHA will provide employees with notice of termination in accordance with the following notice periods:

Period of continuous service in the APS	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

71.3 The required period of notice set out in sub-clause 71.2 is increased by one week where the employee:

- (a) is over 45 years of age; and
- (b) has completed at least two years of continuous service with the APS.

71.4 DHA may elect to pay an employee in lieu of all or part of the required notice provided for in sub-clauses 71.2 and 71.3.

Invalidity retirement

71.5 An employee will not, without his or her consent, be terminated on invalidity grounds before his or her available personal leave credits have been used, unless otherwise provided by legislation.

Termination payments

71.6 Where an employee ceases employment with DHA, the employee will receive payment in lieu of unused annual leave credits. This payment will be based on the employee's final base salary.

Payment on death

71.7 Where an employee dies, or is assumed by DHA to have died, DHA will authorise the payment of the amount to which the former employee would have been entitled had the employee resigned on that date, including accrued annual leave and long service leave, taking into account any relevant taxation legislation.

71.8 Payment of an amount authorised by DHA under sub-clause 71.7 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

72. Review of decisions to terminate employment

72.1 Termination of, or a decision to terminate, employment cannot be reviewed under the dispute avoidance and settlement procedures addressed in clause 67 of this Agreement.

Appendix 1 - Pay rates – Classification Structure

DHA level	Pay point	Salary from start of this Agreement	Salary 12 months from start of Agreement	Salary 24 months from start of Agreement
DHA Trainee (APS Technical)	Minimum	\$43,824	\$44,701	\$45,595
	Maximum	\$49,909	\$50,907	\$51,925
Broadband 1				
DHA Level 1 (APS Level 1)	Minimum	\$45,834	\$46,751	\$47,686
	Maximum	\$51,255	\$52,280	\$53,326
DHA Level 2 (APS Level 2)	Minimum	\$50,249	\$51,254	\$52,279
	Maximum	\$56,341	\$57,468	\$58,617
Broadband 2				
DHA Level 3 (APS Level 3)	Minimum	\$56,595	\$57,727	\$58,881
	Maximum	\$62,710	\$63,964	\$65,243
DHA Level 4 (APS Level 4)	Minimum	\$62,533	\$63,784	\$65,059
	Maximum	\$69,877	\$71,275	\$72,700
Broadband 3				
DHA Level 5 (APS Level 5)	Minimum	\$70,451	\$71,860	\$73,298
	Maximum	\$76,897	\$78,435	\$80,003
DHA Level 6 (APS Level 6)	Minimum	\$77,772	\$79,327	\$80,914
	Maximum	\$89,421	\$91,210	\$93,034
Executive Level				
Executive Level 1	Minimum	\$94,421	\$96,310	\$98,236
	Maximum	\$115,233	\$117,538	\$119,889
Executive Level 2	Minimum	\$112,208	\$114,452	\$116,741
	Maximum	\$143,973	\$146,852	\$149,790

Appendix 2 – Definitions

Term	Definition
APS	Australian Public Service.
DHA	Defence Housing Australia, the body created under the <i>Defence Housing Australia Act 1987</i> .
Employee	Means a person employed and paid by DHA and who is covered by this Agreement.
Fair Work Act	The <i>Fair Work Act 2009</i> (Commonwealth) as amended or replaced.
Fair Work Commission	Fair Work Commission as established under the Fair Work Act.
Fair Work Regulations	Fair Work Regulations as established under the Fair Work Act.
Home	The place that the employee normally resides and travels to and from in order to meet employment obligations.
Household member	A person who usually resides in the same dwelling as the employee, with common provision for food or other essentials for living.
Immediate family	<p>(a) Means a spouse (includes a former spouse), de facto partner, child, foster child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>(b) Means a child, foster child, parent, grandparent, grandchild or sibling of a spouse (includes a former spouse) or de facto partner of the employee; and</p> <p>(c) Includes a member of the employee's cultural kinship group or extended family where the employee is able to establish that the person has a similar relationship to that of a parent, grandparent, child, grandchild or sibling.</p>
Medical certificate	Means a certificate signed by a registered health practitioner.
Non-ongoing (temporary) APS employee	An employee who is a non-ongoing employee as defined by the Public Service Act.
Ongoing APS employee	An employee who is an ongoing employee as defined by the Public Service Act.
De facto partner	<p>Means a person who, although not legally married to the employee,</p> <p>(a) lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and</p> <p>(b) includes a former de facto partner of the employee.</p>
Public Service Act	The <i>Public Service Act 1999</i> (Commonwealth).

Registered health practitioner	Means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
Retrenchment	The termination of an employee's employment under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of DHA.

SIGNATURE PAGE

Defence Housing Australia

Signed for Defence Housing Australia by:

Jan Mason
Acting Managing Director
26 Brisbane Avenue
BARTON ACT 2600

Signature: 

Date: 24 / 12 / 2015

Employee Bargaining Representative

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

Beth Vincent-Pietsch
CPSU Deputy Secretary
40 Brisbane Avenue
BARTON ACT 2600

Signature: 

Date: 24 / 12 / 2015