



# DECISION

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

**Defence Housing Australia**  
(AG2024/2017)

## **DEFENCE HOUSING AUSTRALIA ENTERPRISE AGREEMENT 2024 – 2027**

Commonwealth employment

COMMISSIONER JOHNS

MELBOURNE, 17 JUNE 2024

*Application for approval of the Defence Housing Australia Enterprise Agreement 2024 – 2027*

[1] An application has been made for approval of an enterprise agreement known as the *Defence Housing Australia 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 Defence Housing Australia. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 June 2024. The nominal expiry date of the Agreement is 16 June 2027.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE525062 PR776070>

# Defence Housing Australia Enterprise Agreement 2024 - 2027

# TABLE OF CONTENTS

<b>PART A. TECHNICAL MATTERS</b> .....	<b>4</b>
1. Title of this Agreement .....	4
2. Parties to the Agreement .....	4
3. Common law agreements .....	4
4. Commencement and duration.....	5
5. National Employment Standards (NES) precedence.....	5
6. Effect of Agreement on other employment instruments.....	5
7. Delegations .....	5
<b>PART B. REMUNERATION</b> .....	<b>6</b>
8. Pay rates .....	6
9. Salary increases.....	6
10. Method of payment .....	6
11. Salary on commencement, movement or promotion .....	6
12. Salary progression .....	7
13. Casual loading .....	8
14. Salary packaging.....	8
15. Overpayment of entitlements .....	8
16. Superannuation.....	9
17. Supported salary for employees with a disability .....	9
18. Individual flexibility arrangements .....	10
<b>PART C. CLASSIFICATION STRUCTURE</b> .....	<b>11</b>
19. Classification structure .....	11
20. Development programs.....	12
21. Higher duties .....	12
<b>PART D. CAREER DEVELOPMENT AND PERFORMANCE</b> .....	<b>13</b>
22. Performance management framework.....	13
23. Managing underperformance.....	13
24. Learning and development .....	14
25. Professional memberships.....	14
<b>PART E. WORKING HOURS AND ARRANGEMENTS</b> .....	<b>14</b>
26. Ordinary hours of work.....	14
27. Christmas stand down.....	15
28. Flextime arrangements .....	15
29. Working hours for EL1 and EL2 employees .....	17
30. Shiftwork .....	17
31. Rosters.....	19
32. Scheduled environments .....	20
33. Restriction duty .....	20
34. Restriction for Executive Level employees .....	21
35. Flexible working arrangements .....	21
36. Part time work .....	25
37. Overtime.....	26
38. Meal allowance .....	27
39. Job security .....	27
<b>PART F. LEAVE</b> .....	<b>28</b>
40. General provisions .....	28

41. Portability of leave.....	28
42. Annual leave .....	29
43. Purchased leave .....	31
44. Personal/Carer's leave.....	31
45. Unpaid carer's leave .....	34
46. Defence service sick leave .....	34
47. Compassionate leave.....	35
48. Bereavement leave .....	35
49. Special leave.....	36
50. Parental leave .....	36
51. Payment during parental leave .....	37
52. Recognition of other parental roles .....	39
53. Career break leave.....	40
54. Long service leave .....	40
55. Emergency response leave .....	40
56. Jury duty.....	41
57. Leave to attend proceedings (witness leave) .....	41
58. Defence Reservists leave .....	41
59. Cultural, ceremonial and NAIDOC leave .....	42
60. Miscellaneous leave.....	43
61. Public holidays .....	43
62. Unauthorised absences .....	45
63. Non-accrual of leave under suspension .....	45
<b>PART G. ALLOWANCES .....</b>	<b>45</b>
64. Travel .....	45
65. Part day travel allowance.....	46
66. Motor vehicle allowance.....	46
67. Additional role allowances .....	46
68. Community language allowance.....	47
69. School holiday care allowance.....	48
<b>PART H. EMPLOYEE SUPPORT AND WORKPLACE CULTURE.....</b>	<b>48</b>
70. Family and domestic violence support.....	48
71. Relocation assistance .....	50
72. Employee Assistance Program.....	50
73. Respect at work .....	50
74. Vaccinations.....	51
75. Integrity in the APS .....	51
76. First Nations cultural competency training .....	51
77. Lactation and breastfeeding support.....	52
78. Workloads .....	52
79. Disaster support.....	52
<b>PART I. CONSULTATION .....</b>	<b>53</b>
80. Staff Consultative Group.....	53
81. APS Consultative Committee.....	53
82. Consultation .....	53
83. Employee Representation.....	56
<b>PART J. REDUNDANCY .....</b>	<b>57</b>
84. General .....	57
85. Assistance to employees .....	57
86. Severance entitlements .....	58
87. Notice of termination on retrenchment.....	59
88. Reduction in classification.....	59

<b>PART K. DISPUTE RESOLUTION</b> .....	<b>59</b>
89. Procedures for preventing and settling disputes.....	59
<b>PART L. TERMINATION OF EMPLOYMENT</b> .....	<b>61</b>
90. Resignation .....	61
91. Cessation of employment .....	61
92. Review of decisions to terminate employment .....	62
Appendix 1 - Pay rates – classification structure .....	63
Appendix 2 – Definitions .....	64
Appendix 3 – Supported salary rates and conditions of employment.....	67
Appendix 4 - Grandfathered Northern Territory retention .....	70

## **PART A. TECHNICAL MATTERS**

### **1. Title of this Agreement**

- 1.1 This Agreement shall be known as the Defence Housing Australia Enterprise Agreement 2024-2027.

### **2. Parties to the Agreement**

- 2.1 This Agreement covers:
- (a) the Managing Director of DHA, for and on behalf of the Commonwealth of Australia as the employer;
  - (b) employees of DHA engaged under the PS Act (except for employees excluded from the coverage of the Agreement under clause 2.2); and
  - (c) subject to notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union (CPSU).
- 2.2 This Agreement does not apply to:
- (a) Senior Executive Service employees; and
  - (b) Any employee employed under a common law agreement as defined in clause 3.

### **3. Common law agreements**

#### **Employees employed under a common law agreement**

- 3.1 For the purposes of clause 2.2(b) of this Agreement, an employee is employed under a common law agreement if the employee:
- (a) is not a casual employee;
  - (b) is to be paid a base salary that is, at the relevant time, \$20,000 or more greater than the maximum base for an employee classified at the Executive Level 2 classification; and
  - (c) is not subject to a transitional arrangement, dealt with at clause 3.3 of this Agreement.

#### **Transitional arrangements**

- 3.2 An employee is subject to a transitional arrangement if:
- (a) immediately prior to the commencement of this Agreement, the employee was covered by the Defence Housing Australia Enterprise Agreement 2021; and
  - (b) the employee's employment contract (or letter of offer, as the case may be) that was in place immediately prior to the commencement of this Agreement has not expired, or been replaced or varied.

- 3.3 If an employee is subject to a transitional arrangement, then they will be covered by this Agreement until such time as their employment contract (or letter of offer, as the case may be) expires, or is replaced or varied.

#### **4. Commencement and duration**

- 4.1 This Agreement will commence operation seven days after approval by the Fair Work Commission.
- 4.2 The nominal expiry date is three (3) years after commencement.

#### **5. National Employment Standards (NES) precedence**

- 5.1 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 DHA in any respect when compared to the NES.

#### **6. Effect of Agreement on other employment instruments**

- 6.1 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.
- 6.2 DHA guidelines, policies or procedures referred to in this Agreement are not incorporated into, and do not form part of the Agreement.
- 6.3 Where such policies are inconsistent with the provisions of this Agreement then this Agreement prevails.
- 6.4 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.

#### **7. Delegations**

- 7.1 The Managing Director may, by instrument in writing, delegate to or authorise any person to perform any or all of the Managing Director's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

## PART B. REMUNERATION

### 8. Pay rates

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

### 9. Salary increases

- 9.1 Annual salaries to be paid from the commencement of this Agreement are specified in Appendix 1.
- 9.2 Appendix 1 reflects the following pay increases that will be payable under this Agreement:

Date of effect	Increase
Commencement of Agreement	4 per cent
13 March 2025	3.8 per cent
12 March 2026	3.4 per cent

### 10. Method of payment

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

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

*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.*

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

### 11. Salary on commencement, movement or promotion

- 11.1 Where an employee is engaged, moves to or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Managing Director determines a higher salary within the relevant salary range under these provisions.
- 11.2 The Managing Director may determine the payment of salary at a higher value within the salary range of the relevant classification and the date of effect at any time.
- 11.3 In determining a salary under these provisions, the Managing Director will have regard to relevant factors including the employee's experience, qualifications and skills.
- 11.4 Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency



for a specified term or task, the Managing Director 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 agency.

- 11.5 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the Managing Director 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 agency.
- 11.6 Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Managing Director will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 11.7 Where the Managing Director determines that an employee's salary has been incorrectly set, the Managing Director may determine the correct salary and the date of effect.

## **12. Salary progression**

- 12.1 On 1 October each year, the Managing Director will progress an employee's salary within the employee's substantive classification pay band in Appendix 1 by two (2) per cent, subject to the employee:
  - (a) participating in the DHA performance management framework, in accordance with clause 22;
  - (b) receiving a final end of cycle performance rating of 'met all targets' or an equivalent or higher rating;
  - (c) having 6 months of aggregate eligible service in DHA at or above the relevant classification level during the most recent performance management cycle. If an employee has less than 6 months of aggregate eligible service, the Managing Director may exercise discretion to determine a higher salary under clause 11; and
  - (d) not exceeding the top of their salary band. Where an employee's salary is within two (2) percent of the top of their salary band, an increase up to the maximum salary level for their classification (and no higher) will apply.
- 12.2 Eligible service for salary progression will include:
  - (a) periods of paid leave and unpaid parental leave;
  - (b) periods of unpaid leave that count as service; and
  - (c) service while employed on a non-ongoing basis.

- 12.3 During a period of unpaid parental leave employees will be eligible for salary progression a maximum of one occasion, regardless of the length of unpaid parental leave.
- 12.4 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.

### **13. Casual loading**

- 13.1 Casual employees are engaged under paragraph 22(2)(c) of the *Public Service Act 1999* on an irregular or intermittent basis.
- 13.2 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on their hourly salary rate.
- 13.3 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.
- 13.4 When a casual employee is required to work on a particular day and attends for the required hours, the minimum payment for that day will be based on three (3) hours' work.
- 13.5 A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### **14. Salary packaging**

- 14.1 Employees may have access to a salary 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:
  - a) the scheme operates at no cost to DHA;
  - b) participation is entirely voluntary; and
  - c) 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 their salary to non-salary benefits, shall be determined as if the salary packaging arrangements did not exist.

### **15. Overpayment of entitlements**

- 15.1 An overpayment occurs if the Managing Director (or DHA) 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).

- 15.2 Where the Managing Director considers that an overpayment has occurred, the Managing Director will provide the employee with details of the overpayment in writing.
- 15.3 Where an employee is overpaid an amount of salary or other remuneration, the amount of the overpayment may be recovered from amounts payable to the employee by deductions authorised by the employee or by DHA's Accountable Authority Instructions.
- 15.4 A plan for recovery will be considered by the Managing Director in cases of potential hardship and will take into account the nature and amount of the debt and the employee's circumstances. A reasonable recovery plan will not be refused and the agreement will be documented in writing.

## **16. Superannuation**

- 16.1 DHA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 16.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 16.3 DHA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by DHA's payroll system.
- 16.4 DHA will provide an employer contribution of 15.4 per cent 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.
- 16.5 Employer contributions will be made for all employees covered by this Agreement.
- 16.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
- 16.7 Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **17. Supported salary for employees with a disability**

- 17.1 An employee will be paid a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
- (a) have a disability;
  - (b) meet the criteria for a Disability Support Pension; and
  - (c) are unable to perform duties to the capacity required.

17.2 Specific conditions relating to the supported wages scheme are detailed in Appendix 3.

## **18. Individual flexibility arrangements**

18.1 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;
- (f) leave; and/or
- (g) notice period for resignation.

18.2 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 18.1 and must be genuinely agreed to by the Managing Director and the employee.

18.3 DHA must ensure that the terms of an individual flexibility arrangement:

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

18.4 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 the Managing Director and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (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 their employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 18.5 The Managing Director must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.
- 18.6 The Managing Director 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 the Managing Director and employee agree in writing – at any time.
- 18.7 The Managing Director and employee will review the individual flexibility arrangement at least every 12 months.

## **PART C. CLASSIFICATION STRUCTURE**

### **19. Classification structure**

- 19.1 The DHA classification structure is outlined at Appendix 1. The classification structure includes the following broadbands:
  - (a) DHA1 to DHA2 broadband – called Broadband 1;
  - (b) DHA3 to DHA4 broadband – called Broadband 2; and
  - (c) DHA5 to DHA6 broadband – called Broadband 3.
- 19.2 The Managing Director may advance an employee within their broadband where:
  - (a) there is ongoing availability of work at the higher classification level;
  - (b) the employee has satisfactorily completed any formal training requirement;
  - (c) the employee is assessed as at least 'met all targets' or equivalent in the performance management framework;
  - (d) attendance and conduct are satisfactory; and
  - (e) the employee is assessed as having the necessary expertise, skill and ability to perform the tasks of the vacant role.
- 19.3 The Managing Director may, through consultation establish further broadbanded classifications during the life of this Agreement.
- 19.4 Any broadband classifications created in accordance with clause 19.3 will only be formed by banding together existing classifications as identified in

Appendix 1. Employees who fall within a newly created broadbanded classification will not be assigned a classification lower than their existing classification at the time the broadband was created. These employees will be eligible for upward movement within the broadband in accordance with clause 19.2.

## **20. Development programs**

- 20.1 The Managing Director may engage employees in development programs such as, but not limited to, graduate programs, traineeships and cadetships.
- 20.2 The classification and progression arrangements for employees engaged under development programs will be set out under the program they participate in.
- 20.3 Where an employee is engaged as a Cadet or Graduate, the employee will be classified as a Broadband 2.

## **21. Higher duties**

- 21.1 Where a role up to Executive Level 2 needs to be filled for two (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.
- 21.2 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 Managing Director.
- 21.3 Where an employee is found to be eligible for salary progression 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.
- 21.4 Where an employee is assigned only part of the higher duties, the Managing Director will determine the amount of allowance payable.
- 21.5 Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least two (2) working weeks.
- 21.6 The Managing Director may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 21.7 A non-SES employee who is temporary reassigned to perform work at an SES classification for a continuous period of 30 working days or more, will be paid at a rate determined by the Managing Director for the period of the higher duties.

## **PART D. CAREER DEVELOPMENT AND PERFORMANCE**

### **22. Performance management framework**

- 22.1 All employees are required to participate in the performance management framework which requires each employee to enter into an annual performance Agreement.
- 22.2 DHA is committed to a performance management framework that operates transparently and consistently, supports employees, provides regular objective feedback and focuses on learning and development opportunities.
- 22.3 The purpose of the performance management framework is to:
- (a) develop a culture of high performance in DHA;
  - (b) align individual performance requirements with business requirements;
  - (c) ensure that employees have a clear understanding of their role, and the performance standards expected of them; and
  - (d) identify and plan for learning and development needs.
- 22.4 The principles of the performance management framework are:
- (a) joint responsibility – employees and managers will participate in all aspects of the performance management process, including initiating reviews, and seeking and providing feedback as required.
  - (b) no surprises – the performance process will ensure that employees are aware of their performance progress. Managers should identify and address performance concerns at the earliest opportunity.
  - (c) fair – the performance process will provide employees with an opportunity to respond to performance feedback, consistent with natural justice principles.

### **23. Managing underperformance**

- 23.1 These provisions do not apply to non-ongoing employees and employees during a period of probation.
- 23.2 Where the Managing Director considers that an employee's performance is below the minimum level required at the employee's classification level, an underperformance process may be initiated.
- 23.3 In the first instance, managers and employees should together develop an informal plan to address underperformance and support the employee to reach the required standards.

- 23.4 If, at the conclusion of an informal plan, the employee's performance has not improved, a formal performance improvement plan may be implemented.
- 23.5 Where an employee's performance continues to be below the minimum level required at the employee's classification level, at the conclusion of a performance improvement plan, the Managing Director 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.
- 23.6 An employee may have a support person present at any stage of the managing underperformance process.

## **24. Learning and development**

- 24.1 DHA recognises the importance of learning and development to support employees to achieve their performance goals and future career opportunities.
- 24.2 Employees and managers are jointly responsible for identifying professional development needs and opportunities, and considering how they will balance work, development opportunities and other commitments.
- 24.3 Professional development must align with DHA priorities, individual and team development needs, and be affordable within budget allocations.

## **25. Professional memberships**

- 25.1 Where the Managing Director requires an employee to hold a professional membership, DHA will pay or reimburse the costs of such membership.
- 25.2 Where an employee holds a professional membership that may improve their performance to the benefit of DHA, the Managing Director may agree to pay or reimburse the costs of such membership.
- 25.3 Employees may undertake professional development during work hours subject to operational requirements and the provision of documentary evidence.

# **PART E. WORKING HOURS AND ARRANGEMENTS**

## **26. Ordinary hours of work**

- 26.1 All employees covered by this Agreement are required to accurately record their working hours, including break times and any leave.
- 26.2 The ordinary hours of work for a full-time employee are 7 hours and 30 minutes per day, Monday to Friday, excluding break times. A standard day is defined as being worked from 8:30am to 5:00pm with an hour for lunch.



- 26.3 A manager and employee may agree to a different pattern of hours by which the employee will meet their ordinary hours of duty.
- 26.4 The ordinary span of hours is 6:30am to 6:30pm, Monday to Friday.
- 26.5 An employee may request to work an alternative regular span of hours in accordance with clause 35.5. Hours worked on this basis will be treated as regular working hours and will not attract overtime payments.
- 26.6 The ordinary hours of duty for a part time employee are as specified in the part time agreement.
- 26.7 Employees should not work more than 10 hours in any one day and employees should have at least a 30 minute break after 5 hours of continuous work.
- 26.8 Casual employees do not have set ordinary hours of work.

## **27. Christmas stand down**

- 27.1 Employees other than those on parental leave, long-service leave and leave without pay, will be provided paid time off without deduction from leave credits, for the three days between Christmas and New Years' Day which would otherwise be working days.
- 27.2 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 required to meet operational 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.

## **28. Flextime arrangements**

- 28.1 All full time and part time employees at DHA6 level and below, unless otherwise determined by the Managing Director, are eligible to participate in flextime arrangements.
- 28.2 Any authorised time worked on a day that is in excess of 7 hours 30 minutes will accrue a flex credit. Where an employee works less than 7 hours 30 minutes, the employee will accrue a flex debit for the reduced hours.
- 28.3 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.
- 28.4 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 their 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.
- 28.5 Accrual of flex credits above 7 hours and 30 minutes must be approved by the employee's manager and, where reasonably practicable, be approved in advance.
  - 28.6 Each employee will be entitled to a flex day each four (4) weeks subject to the employee having a credit of at least 7 hours and 30 minutes before taking the day off.
  - 28.7 The timing of the flex day will be agreed between the manager and employee and must be able to be taken within a reasonable period, if delayed due to operational requirements.
  - 28.8 An employee may take additional flex days (which may be as a full or part day) where they have sufficient credits accrued, subject to the approval of their manager.
  - 28.9 Where an employee requests flex leave, that request will not be unreasonably refused.
  - 28.10 The maximum credit a full time employee may accrue is 37 hours and 30 minutes.
  - 28.11 The maximum credit a part time employee can accrue is the agreed hours to be worked over a four (4) week period, divided by four (4).
  - 28.12 The maximum debit a full time or part time 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.
  - 28.13 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 (4) weeks. The flex day will then be included in the roster.
  - 28.14 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.
  - 28.15 Where a DHA level 6 or below employee is temporarily reassigned for more than three (3) months or promoted to an Executive level role, the manager and the employee should take all reasonable steps to balance any flex credits or debits to zero.
  - 28.16 Employees who are unwell on an agreed flex day will have the flex day recredited on presentation of evidence in accordance with clause 44.15.
  - 28.17 An employee will not be paid for any credits held by the employee on cessation of employment with DHA. Managers and employees have a joint

obligation to reduce flex credits to zero prior to the employee ceasing employment.

- 28.18 The value of any debits held by the employee on cessation of employment will be treated as an overpayment and 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 Accountable Authority Instructions.

## **29. Working hours for EL1 and EL2 employees**

- 29.1 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 150 hours for every four (4) weeks. They are not subject to flex leave provisions.
- 29.2 EL employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours. Reasonable additional hours includes travel time.
- 29.3 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.
- 29.4 An EL1 and EL2 employee who consistently works additional hours may, with the agreement of the 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.

## **30. Shiftwork**

- 30.1 Shiftworker means an employee who is required to work according to a roster which includes shifts falling outside of the span of ordinary hours as defined in clauses 26.4.
- 30.2 Employees engaged as a trainee will not be required to perform shiftwork.
- 30.3 The normal hours of work of a staff member engaged as a shiftworker may exceed 37.5 hours in a week provided that they do not exceed 37.5 per week when averaged over a four (4) week cycle of shifts.
- 30.4 A shiftworker will be entitled to the following penalty rates in addition to their salary in respect of the shifts that they work as follows:

Days	Percentage	Penalty Rates
Monday to Friday	15%	For rostered ordinary duty performed on a shift where any part of the shift falls between the hours of 6.30pm and 6.30am.
Monday to Friday	30%	Continuous night shift where shifts fall wholly within the hours of 6.00pm and 8am.
Saturday	50%	For that part of a shift that falls between midnight Friday and midnight Saturday.
Sunday	100%	For any part of a shift falls between midnight Saturday and midnight Sunday
Public Holidays and the Saturday following Good Friday	150%	For any part of a shift that falls on that day

- 30.5 Overtime is payable for a shiftworker where the Managing Director directs an employee to work more than 30 minutes in excess of their rostered hours (in which case the overtime will commence from the end of the employee's rostered shift) or on a rostered day off.
- 30.6 A shift worker who works overtime will be paid the eligible overtime rate prescribed in clause 37.6. The overtime rate will be in substitution for, and not cumulative upon shift penalties rates, for the overtime hours worked.
- 30.7 Shiftworkers are entitled to a break of at least eight (8) consecutive hours plus reasonable travel time between shifts. A shiftwork roster will accommodate reasonable break times while ensuring an employee's minimum ordinary hours are paid.
- 30.8 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 eight-hour break occurs.
- 30.9 Where an employee is performing shift work during the daylight savings changeover from standard time to summer time or the reverse, the employee will be paid for the duration of their shift.

## **31. Rosters**

- 31.1 DHA seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- 31.2 Rosters are designed through a process of genuine consultation between an employee and DHA, taking into account the employee's preferences and operational requirements.
- 31.3 Rosters will apply for a 4-week period and will be published two (2) weeks' in advance. Where circumstances do not allow this to occur, at least seven (7) days' notice will be provided to the employee in writing.
- 31.4 The Managing Director may change a shift roster with less than seven (7) days' notice to an employee, without the employee's agreement, where 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.
- 31.5 DHA will discuss with employees at the earliest opportunity, provide reasonable notice of changes to working hours, and take into consideration any personal or extenuating circumstances raised by the employee. Where less than seven (7) days' notice has been given and an employee is required to work on a rostered day off, the employee will be paid overtime for the time worked on that day.
- 31.6 Places in a shift roster may be interchanged by mutual agreement between the employees concerned and the manager.
- 31.7 Rosters will, as a minimum, include:
- (a) the days and times employees are required to work;
  - (b) approved leave and planned days off; and
  - (c) the timing and duration of breaks.
- 31.8 Where rostered employees have their activities scheduled, the final roster for those employees will accommodate:
- (a) preparation and pack-up time;
  - (b) learning and development;
  - (c) team meetings and one-on-one meetings; and/or
  - (d) other approved roles (such as additional roles as outlined in clause 67).

## **32. Scheduled environments**

- 32.1 Where employees (whether rostered or non-rostered) have their activities scheduled, schedules will accommodate appropriate breaks and all planned work activities for the working day.
- 32.2 Employees who travel between locations to undertake scheduled activities will have adequate time provided in their schedule to travel between locations, without compromising an employee's entitlement to a lunch break.
- 32.3 Employees are entitled to a break of five minutes from screen/telephony-based work for each 60-minute continuous period where they are rostered to continue to perform that work for at least a further 15 minutes. The five-minute screen-based equipment break is not cumulative and will be used to perform other work-related activities including appropriate health and well-being activities.

## **33. Restriction duty**

- 33.1 Employees may be directed by their supervisor to be immediately contactable, be ready and available to perform overtime and to remain within a specified distance of their home or workplace outside the employee's ordinary or rostered hours of duty. Employees will not be required to undertake out-of-hours restriction during any period of leave.
- 33.2 An employee, other than an Executive Level employee, will be paid Restriction Allowance for each hour, or part thereof, that they are on restriction duty at the following rates:
  - (a) Monday to Friday – 7.5 per cent of hourly salary rate;
  - (b) Saturday and Sunday – 10 per cent of hourly salary rate;
  - (c) Public Holidays – 15 per cent of hourly salary rate.
- 33.3 An employee who is on restriction duty and is required to perform work will be paid overtime in lieu of the Restriction Allowance. Payment of overtime for any 24-hour period will be if the employee is:
  - (a) not required to attend a place of work, one hour or the actual hours of overtime worked, whichever is the greater; or
  - (b) required to attend at a place of work, three hours or the actual hours of overtime worked, whichever is the greater.
- 33.4 The Managing Director may approve a higher rate for the Restriction Allowance for certain employees having regard to the circumstances of restriction, including the:
  - (a) number of interruptions in each restriction period;
  - (b) time of day when these occur and their patterns over a period of time;
  - (c) nature and length of the interruptions; and

(d) period the employee has been under restriction.

33.5 Restriction Allowance will not be payable to an employee who is expected to be immediately contactable and available to perform duties, but does not meet these expectations.

#### **34. Restriction for Executive Level employees**

34.1 The Managing Director may approve payment of Restriction Allowance to an Executive Level employee where that employee is required to be restricted on a continuing and regular basis.

34.2 Where an employee is paid Restriction Allowance under this provision, the salary used for calculation of the allowance is to be the maximum salary payable at DHA6.

#### **35. Flexible working arrangements**

35.1 DHA is committed to sustainable flexible work practices which deliver positive outcomes for individuals, their team and DHA including:

- (a) achieving an appropriate balance between employees' personal and working lives;
- (b) supporting strategies to improve diversity in employment and leadership in the APS;
- (c) supporting APS capability, and assisting in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations.

35.2 Flexibility applies to all roles in DHA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances.

35.3 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in locations of work.

35.4 Requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

35.5 All DHA employees are entitled to request flexible work arrangements. The request must:

- (a) be in writing;
- (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- (c) set out the reasons for the change.

35.6 DHA must provide a written response to a request within 21 days of the request being received.

- 35.7 The response must:
- (a) state that the Managing Director approves the request and provide the relevant detail in clause 35.8; or
  - (b) if following discussion between DHA and the employee, DHA 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
  - (c) state that the Managing Director refuses the request and include the following matters:
    - (i) details of the reasons for the refusal; and
    - (ii) set out DHA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - (iii) either:
      - (i) 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 agency would be willing to make; or
      - (ii) state that there are no such changes; and
    - (iv) 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 Agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 35.8 Where the Managing Director approves the request this will form an arrangement between DHA and the employee. Each arrangement must be in writing and set out:
- (a) any security and work health safety requirements;
  - (b) a review date (subject to clause 35.12); and
  - (c) the cost of the establishment (if any).
- 35.9 The Managing Director may refuse to approve the request only if:
- (a) DHA has discussed the request with the employee; and
  - (b) DHA 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
  - (c) DHA and the employee have not reached such an agreement; and



- (d) DHA has had regard to the consequences of the refusal for the employee; and
- (e) the refusal is on reasonable business grounds.

35.10 Reasonable business grounds include, but are not limited to:

- (a) the new working arrangements requested would be too costly for DHA;
- (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (e) the new working arrangements requested would be likely to have a significant negative impact on customer service; and / or
- (f) 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.

35.11 For First Nations employees, DHA must consider connection to country and cultural obligations in responding to requests for altering the location of work.

35.12 Approved flexible working arrangements will be reviewed by DHA 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**

35.13 An employee may request to vary an approved flexible working arrangement in accordance with clause 35.5. An employee may request to pause or terminate an approved flexible working arrangement.

35.14 The Managing Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 35.16.

35.15 DHA 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.

- 35.16 Prior to the Managing Director varying, pausing or terminating the arrangement under clause 35.14 DHA must have:
- (a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - (b) 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);
  - (c) had regard to the consequences of the variation, pause or termination for the employee;
  - (d) ensured the variation, pause or termination is on reasonable business grounds; and
  - (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 35.7(c).

### **Ad-hoc flexible working arrangements**

- 35.17 Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 35.18 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 35.19 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clause 35.5.
- 35.20 DHA 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.
- 35.21 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, DHA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### **Working from Home**

- 35.22 DHA 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.
- 35.23 DHA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 35.24 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 35.25 DHA will provide employees with guidance on working from home safely.

35.26 Employees will not be required by DHA 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, DHA will consider the circumstances of the employees and options to achieve work outcomes safely.

### **36. Part time work**

36.1 The Managing Director may engage employees on a part time basis or approve an employee's request to work part time.

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

36.3 Part time employees will not be required to work less than three (3) continuous hours per day (or an alternative period agreed by the Managing Director and the employee).

36.4 The minimum period of part time work that will be approved is four (4) weeks.

36.5 A part time work agreement should be reviewed annually and the employee provided with at least four (4) weeks' notice of the review. Where a change to an existing part time agreement is required due to operational requirements, the provisions under clauses 35.13 to 35.16 will apply.

36.6 An employee returning from parental leave (including maternity, adoption/foster and primary carer leave) will be given access to part time employment for up to two (2) years.

36.7 Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis. Except long service leave, which will be administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

36.8 Allowances of a reimbursement nature, unless otherwise provided by this Agreement, will not be prorated for part time employees.

36.9 All part time employees, unless engaged in a prescribed part time role, will have a written part time work agreement specifying the prescribed weekly hours of duty and the agreed pattern of hours. Part time work agreements must be reviewed annually. Additional part time work agreement reviews may be initiated by the employee or the Managing Director subject to provisions under clauses 35.13 to 35.16.

36.10 Where an employee makes an application to work part time for caring purposes, DHA will not unreasonably refuse the application where it can be accommodated within operational requirements.

36.11 Employees engaged on a full-time basis will not be compelled to convert to part time employment.

36.12 Employees engaged on a part time basis will not be compelled to convert to full time employment.

### 37. Overtime

37.1 Clauses 37.2 to 37.12 apply to employees classified at DHA levels 1 to 6, except for shiftworkers (whose overtime arrangements are outlined in clause 30.4).

37.2 A manager may direct an employee to work reasonable overtime.

37.3 An employee works overtime if they are directed by their manager to work, on any one day:

- (a) outside the span of hours in accordance with clause 26.4;
- (b) if the employee is a full-time or part-time employee, in excess of their pattern of ordinary hours; or
- (c) if the employee is a casual employee, in excess of 37.5 hours in any one week.

37.4 Where an employee is required to work beyond 6.30pm, overtime will be paid from 5.30pm unless the employee and Managing Director agree to a later commencement for payment of overtime.

37.5 The Managing Director may approve overtime outside of these criteria where it is considered appropriate in the circumstances.

#### Payment of Overtime

37.6 An employee who works overtime is entitled to be paid a penalty rate in accordance with the table below:

Time of work	Overtime Rate	Overtime Rate Casual
Ordinary hours (no overtime)	100%	125%
Monday to Saturday - for the first three hours of overtime each day	150%	150%
Monday to Saturday – after three hours of overtime each day	200%	200%
Work performed on a Sunday	200%	200%
Work performed on a public holiday	250%	250%

- 37.7 The relevant penalty rate for calculating overtime is the employee's hourly salary rate.

### **Time off in lieu**

- 37.8 An employee and their manager may agree for the employee to receive time off in lieu of overtime payments.
- 37.9 Time off in lieu of overtime will be granted at the applicable overtime rate.
- 37.10 Where time off in lieu of a payment has been agreed, and due to operational requirements the employee has not been granted that time off within four weeks or another agreed period, the employee will receive payment of:
- (a) the original entitlement; or
  - (b) the residual entitlement, where the full entitlement to time off has not been granted.

### **Minimum overtime payments**

- 37.11 If an employee is required to work a period of overtime that is not continuous with their ordinary hours of work, an employee must be paid a minimum of three (3) hours' pay at the appropriate overtime rate.
- 37.12 For the purposes of determining whether an overtime attendance is or is not continuous with their ordinary hours, or is or is not separate from other duty, meal periods will be disregarded.

### **Overtime for Executive Level Employees**

- 37.13 Executive Level employees are not entitled to access overtime provisions other than when the Managing Director determines that exceptional circumstances apply.

## **38. Meal allowance**

- 38.1 An employee is entitled to claim a meal allowance of \$35.65 where the employee is required to work:
- (a) more than two (2) hours overtime where the overtime is continuous with normal work; or
  - (b) more than four (4) hours overtime on weekends or public holidays.
- 38.2 Meal allowance is not payable if the employee is receiving a meals and incidentals allowance.
- 38.3 Meal allowance will be adjusted in line with the Australian Taxation Office rate for overtime meal expenses.

## **39. Job security**

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

- 39.2 DHA 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.

## **PART F. LEAVE**

### **40. General provisions**

- 40.1 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.
- 40.2 Leave taken by an employee will be treated as:
- (a) the actual hours to be worked on the relevant day of leave for full day absences; or
  - (b) the actual hours the employee was absent for a part day of leave.

### **41. Portability of leave**

- 41.1 Where an employee moves into DHA 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, providing there is no break in continuity of service.
- 41.2 Where an employee is engaged in DHA 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.
- 41.3 Where an employee is engaged as an ongoing employee in DHA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (where in DHA or another agency) 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.
- 41.4 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 employee (whether in DHA or another agency) at the employee's request, any unused accrued annual leave (excluding accrued annual leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 41.5 Where a person is engaged as an ongoing employee in DHA, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 41.2), the Managing Director will offer to recognise any unused accrued personal/carer's leave at the employee's request. The

Managing Director will advise the employee of their ability to make this request.

- 41.6 Where an employee is engaged as an ongoing employee in DHA, and immediately prior to the engagement the person was employed by a State or Territory Government, the Managing Director may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 41.7 For the purposes of this clause:
- (a) 'APS employee' has the same meaning as the same term in the *Public Service Act 1999*;
  - (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
  - (c) an employee with a break in service of less than 2 months is considered to have continuity of service.

## **42. Annual leave**

- 42.1 Full time employees are entitled to 20 days of annual leave per year of employment, accrued and credited on a daily basis.
- 42.2 The Managing Director may approve the taking of annual leave, subject to the availability of credits.
- 42.3 DHA will not unreasonably refuse a request by an employee to take paid annual leave.
- 42.4 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.
- 42.5 Employees on worker's compensation leave for more than 45 weeks commencing on the day after Comcare first determines the claim, will have annual leave credits calculated according to actual hours worked after completion of the 45 week period.
- 42.6 Shiftworkers, as defined in clause 30.1 will be entitled to an additional half a day paid annual leave for each Sunday rostered, up to a maximum of five days per year.

### **Half pay annual leave**

- 42.7 An employee may elect to take annual leave at half pay. Where this occurs, one day taken at half pay is equivalent to half one day service. An employee's annual leave balance will be reduced at half the rate.
- 42.8 Annual leave at half pay is not available for employees who have more than two (2) years entitlement of annual leave accrued.

### **Recall from leave**

42.9 Where the Managing Director cancels approved annual or long service leave, the affected employee 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.

### **Re-crediting of leave**

42.10 When an employee is on:

- (a) annual leave;
- (b) purchased leave;
- (c) defence reservist leave;
- (d) First Nations ceremonial leave;
- (e) NAIDOC leave;
- (f) cultural leave; or
- (g) long service leave; and

becomes eligible for, under legislation or this Agreement:

- (h) personal/carer's leave;
- (i) compassionate or bereavement leave;
- (j) jury duty;
- (k) emergency services leave;
- (l) leave to attend to family and domestic violence circumstances; or
- (m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

42.11 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.

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

### **Maximum annual leave credits**

42.13 Where an employee has more than two (2) years entitlement of annual leave accrued the Managing Director may require the employee to take sufficient annual leave to reduce their credits to four (4) weeks (or five (5) weeks for a shiftworker). 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' notice.

### **Cashing out of annual leave credits**

- 42.14 The Managing Director may agree to an employee's request to 'cash out' annual leave once per calendar year in accordance with the following:
- (a) the employee has taken at least two (2) weeks of annual leave or long service leave at full pay, or four (4) weeks at half pay, in the proceeding twelve (12) month period;
  - (b) the cashing out must not result in the employee having less than four (4) weeks of annual leave credits remaining;
  - (c) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing;
  - (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 42.15 Cash out of annual leave credits will also be considered on hardship or compassionate grounds where conditions under clause 42.14 (a) have not been met.

### **Payment for annual leave credits on termination of employment**

- 42.16 Employees will be paid for any unused annual leave credits on separation from the APS.

## **43. Purchased leave**

- 43.1 The Managing Director may approve an employee's request to purchase leave, funded by salary deductions.
- 43.2 Purchased leave is additional leave credits purchased by an employee through a reduction in an employee's fortnightly salary for a period of time.
- 43.3 The minimum amount of leave that can be purchased is one (1) week and there is no upper limit. However, approval for access to purchased leave is subject to whether there will be an adverse operational impact and any costs involved in mitigating this impact.
- 43.4 Except where purchased leave is taken as part of a period of parental leave, purchased leave in excess of four (4) weeks does not count as service for any purpose and will not affect salary for superannuation or any other purpose.

## **44. Personal/Carer's leave**

### **Accrual and credits – new ongoing employees**

- 44.1 Subject to clause 41.1, on commencement with the APS, an ongoing employee will be credited with 18 days of personal/carer's leave, or the part time equivalent.

- 44.2 After 12 months, a further 18 days per annum, or part time equivalent, will accrue daily and be credited fortnightly, without limit.

### **Accrual and credits – new non-ongoing employees**

- 44.3 For a non-ongoing employee who does not have personal/carer's leave recognised an existing entitlement to personal/carer's leave, personal/carer's leave will be credited upon the employee's commencement with DHA. This will be 18 days leave, or a pro-rated amount based on the employee's initial contract period and ordinary hours of duty.
- 44.4 After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, a further 18 days per annum, or part time equivalent, will accrue daily, credited fortnightly.

### **Transitional arrangements**

- 44.5 Ongoing employees who, immediately prior to the commencement of this Agreement were covered by the Defence Housing Agreement 2021, will on completion of 12 months service since the last credit of personal/carers leave, begin accruing 18 days personal/carer's leave per annum, or part time equivalent, accrued daily and credited fortnightly, without limit.
- 44.6 Non-ongoing employees who, immediately prior to the commencement of this Agreement were covered by the Defence Housing Agreement 2021, and have less than 12 months continuous employment with DHA, will on commencement of this Agreement begin accruing 18 days personal/carer's leave per annum, or part time equivalent, accrued daily and credited fortnightly, without limit.
- 44.7 Non-ongoing employees who, immediately prior to the commencement of this Agreement, were covered by the Defence Housing Agreement 2021, and have greater than 12 months continuous service with DHA will, on completion of 12 months service since the last credit of personal/carers leave, begin accruing 18 days personal/carers leave per annum, or part time equivalent, accrued daily and credited fortnightly, without limit.
- 44.8 Where an employee:
- (a) has, or cares for someone with, a chronic condition or other ongoing illness; or
  - (b) is recovering from surgery; or
  - (c) is pregnant; or
  - (d) is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Managing Director

may advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

### **Workers' Compensation**

44.9 Employees on worker's compensation leave for more than 45 weeks commencing on the day after Comcare first determines the claim, will have personal leave credits calculated according to actual hours worked after completion of the 45 week period.

### **Usage of personal/carer's leave**

44.10 The Managing Director will, subject to the availability of personal/carer's leave credits, approve paid personal/carer's leave for an employee in the following circumstances:

- (a) where the employee is not fit for work due to personal illness or injury affecting the employee;
- (b) to attend appointments with a registered health practitioner;
- (c) to manage a chronic condition;
- (d) to provide care or support for a member of the employee's family or household, or a person they have caring responsibilities for, who requires care or support because of:
  - (i) a personal illness or personal injury affecting the other person; or
  - (ii) an unexpected emergency affecting the other person.

### **Carers**

44.11 A person an employee has caring responsibilities for may include a person who needs care because they:

- (a) have a medical condition, including when they are in hospital;
- (b) have a mental illness;
- (c) have a disability;
- (d) are frail or aged; and/or
- (e) are a child, not limited to a child of the employee.

### **Notice for taking personal/carer's leave**

44.12 An employee must give DHA notice of the taking of paid personal/carer's leave, or unpaid carer's leave, by the employee.

44.13 The notice:

- (a) must be given to DHA as soon as practicable (which may be a time after the leave has started); and
- (b) must advise DHA of the period, or expected period, of the leave.

## **Evidence**

44.14 Acceptable evidence may be requested where:

- (a) The employee has already taken eight (8) days personal leave due to personal illness or injury without evidence in a calendar year; or
- (b) the personal or carer's leave absence is for more than three (3) consecutive days.

44.15 Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken in accordance with clause 44.10.

Acceptable forms of evidence include:

- (a) a certificate from a registered health practitioner;
- (b) a statutory declaration; and
- (c) another form of evidence approved by the Managing Director.

44.16 A certificate from registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

44.17 Personal leave will not be granted during a period of paid parental leave.

## **Unpaid personal leave**

44.18 Where an employee is unfit for work in accordance with clause 44.10 and has no personal leave credits, the Managing Director may grant unpaid personal leave for a maximum continuous period of three (3) 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/carer's leave credits.

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

## **45. Unpaid carer's leave**

45.1 In accordance with section 102 of the *Fair Work Act 2009*, an employee is entitled to two (2) days' unpaid carer's leave per permissible occasion where an employee has exhausted paid credits.

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

## **46. Defence service sick leave**

46.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs' (DVA) has certified that an employee's medical condition is as a result of either:

- (a) warlike service; or
- (b) non-warlike service.

- 46.2 An eligible employee will accrue 2 types of credits:
- (a) an initial credit of 9 weeks (45 days) defence service sick leave will apply as at the following dates, whichever is later:
    - (i) they start employment with the APS; or
    - (ii) DVA certifies the condition; and
  - (b) an annual credit of 3 weeks (15 days) defence service sick leave.
- 46.3 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.
- 46.4 Unused annual credits can be built up to 9 weeks.
- 46.5 An employee cannot use annual credits until the initial credit is exhausted.
- 46.6 Defence service sick leave is paid and counts as service for all purposes.

## **47. Compassionate leave**

- 47.1 Employees will be eligible for three (3) days paid compassionate leave on each occasion when:
- (a) 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
  - (b) the employee or their spouse/partner has a miscarriage.
- 47.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 47.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 47.4 For casual employees, compassionate leave is unpaid.

## **48. Bereavement leave**

- 48.1 Employees will be eligible for three (3) days paid bereavement leave on each occasion when:
- (a) a member of their family, household or someone they had a close personal relationship with dies; or
  - (b) a child is stillborn, where the child was a member of their family or household.
- 48.2 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 48.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 48.4 For casual employees, bereavement leave is unpaid.

## 49. Special leave

- 49.1 The Managing Director may approve special leave where an employee is unable to attend work due to unforeseen, emergency or special circumstances. Access to special leave is subject to:
- (a) the availability of credits;
  - (b) a satisfactory reason for taking the leave;
  - (c) operational requirements; and
  - (d) consideration of the employee's personal circumstances.
- 49.2 Special leave will not be approved for a reason that is covered by the personal leave provisions.
- 49.3 Ongoing employees will accrue three (3) days of special leave on commencement with DHA and an additional three (3) days at the commencement of each subsequent 12 months of service.
- 49.4 Unused special leave will accumulate for the first two (2) years of service 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.
- 49.5 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 (3) days of special leave credits will not accrue until after the first two (2) months of service.
- 49.6 Payment in lieu of unused special leave credits will not be paid to an employee on cessation of employment with DHA.

## 50. Parental leave

- 50.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 50.2 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 secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional parental leave.
- 50.3 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.

50.4 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.

## 51. Payment during parental leave

51.1 An employee is entitled to parental leave with pay as per clauses 51.3 and 51.4 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.

51.2 Employees newly engaged or who have moved to DHA from another APS agency are eligible for the paid parental leave in clauses 51.3 and 51.4 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 51.3 and 51.4 the balance is available to the employee.

51.3 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 1 below.

Table 1: 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

51.4 An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below:

Table 2: 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
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

51.5 **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.

51.6 **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.

51.7 **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**

51.8 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:

- (a) is under 16 as at the day (or expected day) of placement;
- (b) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.



51.9 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**

51.10 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

51.11 A stillborn child is a child:

- (a) who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
- (b) who has not breathed since delivery; and
- (c) whose heart has not beaten since delivery.

### **Pregnancy loss leave**

51.12 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.

51.13 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the *Fair Work Act 2009* and this Agreement.

### **Premature birth leave**

51.14 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**

51.15 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 51.14 until after the legislated paid maternity leave is used.

## **52. Recognition of other parental roles**

52.1 Where an employee is an enduring primary care giver, and has a parental role, for a child of a family member, subject to provision of documentary evidence, the Managing Director will approve:

- (a) up to 52 weeks unpaid parental leave

- (b) if requested, an additional 52 weeks unpaid parental leave with the second period of unpaid parental leave to commence immediately following the initial 52 week period.

52.2 Unpaid parental leave under this provision will not count as service for any purpose.

### **53. Career break leave**

53.1 The Managing Director may approve unpaid career break leave of up to six (6) months for an ongoing employee who has at least two (2) years of continuous employment with DHA.

53.2 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 (3) years.

53.3 Any leave approved under this clause will not count as service for any purpose.

### **54. Long service leave**

54.1 Long service leave is provided in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and will only be granted in minimum periods of 7 consecutive calendar days (whether taken at full or half pay).

54.2 Periods of long service leave cannot be broken with other periods of leave, except as otherwise provided for by legislation.

### **55. Emergency response leave**

55.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

- (a) the time engaged in the activity;
- (b) reasonable travelling time; and
- (c) reasonable recovery time.

55.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The Managing Director may provide additional emergency response leave with pay. For the purposes of this clause, full rate or pay is to be as if the employee was at work.

55.3 Paid leave may be refused where the employee's role is essential to DHA's response to the emergency.

55.4 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.

- 55.5 The Managing Director may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 55.6 Emergency response leave, with or without pay, will count as service.

## **56. Jury duty**

- 56.1 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.
- 56.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - (a) For the purposes of this clause, the absence will be recorded as 'miscellaneous leave' at the full rate of pay as if the employee was at work.
- 56.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 56.4 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 DHA for the period of absence. This will be administered in accordance with the overpayments clause.

## **57. Leave to attend proceedings (witness leave)**

- 57.1 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.
- 57.2 An employee who is not covered under clause 57.1, 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 DHA.
- 57.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Managing Director 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.
- 57.4 The Managing Director 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.

## **58. Defence Reservists leave**

- 58.1 The Managing Director will give an employee leave with or without pay to undertake:

- (a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - (b) Australian Defence Force Cadet obligations.
- 58.2 An employee who is a Defence Reservist can take leave with pay for:
  - (a) up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - (b) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 58.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 58.4 An employee who is an Australian Defence Force Cadet officer or instructor is entitled to paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
  - (a) Australian Navy Cadets;
  - (b) Australian Army Cadets; and
  - (c) Australian Air Force Cadets.
- 58.5 In addition to the entitlement at clause 58.2, 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.
- 58.6 Paid defence reservist leave counts for service.
- 58.7 An employee will not need to pay their tax free ADF Reserve salary to DHA for any reason.
- 58.8 Unpaid Defence Reserve leave counts as service for all purposes, except for unpaid leave over 6 months to undertake CFTS. Unpaid leave for the purpose of CFTS over 6 months counts for all purposes, except annual leave accrual.
- 58.9 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.

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

### **NAIDOC leave**

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

### **First Nations ceremonial leave**

- 59.3 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.
- 59.4 The Managing Director may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 59.5 First Nations ceremonial Leave can be taken as part days.
- 59.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 59.7 The Managing Director 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.
- 59.8 The Managing Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 59.9 Cultural leave can be taken as part days.
- 59.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 59.3 to 59.6.

### **60. Miscellaneous leave**

- 60.1 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/or in the interests of DHA.
- 60.2 Such leave may be approved subject to conditions and/or to count as service or not to count as determined by the Managing Director.
- 60.3 Miscellaneous leave for a part day will not normally be approved.
- 60.4 Where an employee is on unpaid miscellaneous leave on the working days immediately before and after a public holiday, payment will not be made for the public holiday.

### **61. Public holidays**

- 61.1 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*:
  - (a) 1 January (New Year's Day);
  - (b) 26 January (Australia Day);
  - (c) Good Friday and the following Monday;
  - (d) 25 April (Anzac Day);
  - (e) 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);

- (f) 25 December (Christmas Day);
  - (g) 26 December (Boxing Day); and
  - (h) 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 2009 from counting as a public holiday.
- 61.2 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.
- 61.3 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.
- 61.4 The Managing Director 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.
- 61.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 61.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's 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.)
- 61.7 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 61.1.
- 61.8 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.

## **62. Unauthorised absences**

- 62.1 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 the employee 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.
- 62.2 Where an employee has been absent from work for five (5) or more consecutive working days without authorisation, DHA will make all reasonable efforts to contact an employee and the employee's emergency contact, provide the employee with an opportunity to explain the absence and give genuine consideration to any explanation provided by the employee for the absence.
- 62.3 Where the employee fails to provide an explanation for the absence or the Managing Director considers that the explanation provided by the employee is not reasonable in the circumstances, the Managing Director may initiate action to terminate the employee's employment on the grounds of non-performance of duty.

## **63. Non-accrual of leave under suspension**

- 63.1 If an employee has been suspended without pay under the *Public Service Regulations 2023* because of suspected misconduct, the Managing Director may decide that the period of suspension will not count as service for the accrual of annual and personal leave credits.
- 63.2 If an employee has ceased to accrue credits under clause 63.1 and is not found to have breached the APS Code of Conduct, the employee will be credited with the leave credits which did not accrue.

## **PART G. ALLOWANCES**

### **64. Travel**

- 64.1 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.

## **65. Part day travel allowance**

- 65.1 Where an employee is required to be absent from their home locality for more than 10 hours, but is not required to be away overnight, the employee will be paid a taxable Part Day Travel Allowance. The rate of this allowance will be \$78.77, adjusted in accordance with ATO rates.

## **66. Motor vehicle allowance**

- 66.1 The Managing Director can authorise an employee to use an employee's private vehicle for work related purposes and approve payment of a motor vehicle allowance.
- 66.2 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.

## **67. Additional role allowances**

- 67.1 The Managing Director will approve payment of an additional role allowance for employees performing one or more of the following roles:
- (a) First Aid Officer;
  - (b) Emergency Warden;
  - (c) Harassment Contact Officer;
  - (d) Mental Health First Aid Officer; and/or
  - (e) Health and Safety Representative.
- 67.2 Any costs involved in attaining or retaining required qualifications for the additional roles will be paid or reimbursed as approved by the Managing Director.
- 67.3 An employee is not to receive more than one workplace responsibility allowance unless approved by the Managing Director due to operational requirements.
- 67.4 The full allowance is payable regardless of flexible work and part-time arrangements.
- 67.5 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 First Aid Officers and Health and Safety Representatives depending on work group arrangements.
- 67.6 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
- 67.7 Additional role allowance rates are set out below:



From commencement of the Agreement	From 13 March 2025	From 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

## 68. Community language allowance

68.1 A community language allowance will be paid where the Managing Director 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 Managing Director.

*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 the 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 Managing Director, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
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 Managing Director.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

68.2 The allowance is calculated annually and paid fortnightly.

68.3 The full allowance is payable regardless of flexible work and part-time arrangements.

68.4 The allowance is payable during periods of paid leave.

68.5 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## **69. School holiday care allowance**

69.1 The Managing Director may approve a school holiday care allowance where the employee has:

- (a) more than 12 months continuous service with DHA;
- (b) less than 20 days of Annual leave credits, or the employee has more than 20 days of 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.

69.2 Where eligible for the school holiday care allowance, and upon production of evidence of expenditure, the employee will be paid a taxable allowance of \$30 per day per child to a maximum of \$300 per week for an individual employee.

## **PART H. EMPLOYEE SUPPORT AND WORKPLACE CULTURE**

### **70. Family and domestic violence support**

70.1 DHA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

70.2 DHA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

70.3 Family and domestic violence support, including paid leave, are available to all employees covered by this Agreement.

70.4 An employee experiencing family and domestic violence support 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:

- (a) illness or injury affecting the employee resulting from family and domestic violence;
- (b) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
- (c) providing care or support to a family member (including a 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;

- (d) making arrangements for the employee's safety, or the safety of a close relative;
- (e) accessing alternative accommodation;
- (f) accessing police services;
- (g) attending court hearings;
- (h) attending counselling; and
- (i) attending appointments with medical, financial or legal professionals.

- 70.5 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.
- 70.6 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.
- 70.7 These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 70.8 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.
- 70.9 Paid 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.
- 70.10 Evidence may be requested to support DHA 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 DHA will require, unless the employee chooses to provide another form of evidence.
- 70.11 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.
- 70.12 DHA will take all reasonable measures to treat information relating to family and domestic violence confidentially. DHA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps DHA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 70.13 Where DHA needs to disclose confidential information for purposes identified in clause 70.12 where it is possible DHA will seek the

employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.

- 70.14 DHA 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.
- 70.15 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.
- 70.16 DHA 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.
- 70.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **71. Relocation assistance**

- 71.1 Where an employee is required by the Managing Director to relocate to another DHA office that requires the employee to move residence, the Managing Director will pay or reimburse reasonable costs incurred by the employee as a result.
- 71.2 Where an employee is a partner of an ADF member, and the member is posted to another region in Australia, DHA may facilitate transfer of employment to the posting location, on a temporary or ongoing basis, subject to:
- (a) satisfactory performance and conduct of the employee; and
  - (b) the ability for the employee's role to be performed from the posting location; or
  - (c) the availability of suitable alternative duties in the posting location.

## **72. Employee Assistance Program**

- 72.1 Employees, their 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 DHA and will be accessible on paid time.

## **73. Respect at work**

- 73.1 DHA is committed to preventing and eliminating all forms of workplace harassment, discrimination and bullying by fostering a positive workplace culture based on respect and courtesy.

- 73.2 DHA values a safe, respectful, and inclusive workplace free from physical and psychological harm. DHA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority and that approaches to maintaining a respectful workplace should be holistic.
- 73.3 DHA will consult with employees and their representatives in developing, reviewing and evaluating approaches to prevent harassment, discrimination, bullying and victimisation in the workplace.

## **74. Vaccinations**

- 74.1 DHA will offer annual influenza vaccinations to all employees at no cost by either provision of or reimbursement for a vaccination service.
- 74.2 In some circumstances DHA may require an employee performing a role to be vaccinated for a particular condition. Where required, this vaccination will be offered at no expense to the employee.

## **75. Integrity in the APS**

- 75.1 DHA 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 DHA decisions.
- 75.2 Employees are to give advice that is frank, honest, timely and based on the best available evidence. 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.
- 75.3 Employees can, during their ordinary work hours, take time to:
- (a) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - (b) attend DHA mandated training about integrity.

## **76. First Nations cultural competency training**

- 76.1 The Managing Director 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.
- 76.2 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.

## **77. Lactation and breastfeeding support**

- 77.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 77.2 DHA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 77.3. In considering whether a space is appropriate, an agency should consider whether:
- (a) there is access to refrigeration;
  - (b) the space is lockable; and
  - (c) there are facilities needed for expressing, such as appropriate seating.
- 77.3 Where it is not practicable for a DHA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 77.4 DHA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 77.5 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.

## **78. Workloads**

- 78.1 DHA 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.
- 78.2 When determining workloads for an employee or group of employees, DHA will consider the need for employees to strike a balance between their work and personal life.
- 78.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, DHA 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.

## **79. Disaster support**

- 79.1 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 Managing Director will consider flexible working arrangements to assist the employee to perform their work.

- 79.2 Where flexible working arrangements are not appropriate, the Managing Director 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.
- 79.3 In considering what period of leave is appropriate, the Managing Director will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## **PART I. CONSULTATION**

### **80. Staff Consultative Group**

- 80.1 DHA will continue to operate a Staff Consultative Group (SCG) under this Agreement to discuss relevant workplace matters.
- 80.2 DHA consultative committees will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

### **81. APS Consultative Committee**

- 81.1 The Managing Director 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.

### **82. Consultation**

- 82.1 This term applies if the employer:
- (a) 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
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- 82.2 For a major change referred to in clause 82.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) clauses 82.3 to 82.9 apply.
- 82.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 82.4 If:

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

the employer must recognise the representative.

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

- (a) 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
- (b) 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.

82.6 The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

82.8 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 82.2(a) and subclauses 82.3 and 82.5 are taken not to apply.

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace;



- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

82.10 For a change referred to in clause 82.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 82.11 to 82.15 apply.

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

82.12 If:

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

the employer must recognise the representative.

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

- (a) discuss with the relevant employees the introduction of the change; and
- (b) 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
- (c) 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).

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

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

82.16 In this term:

**relevant employees** means the employees who may be affected by a change referred to in clause 82.1.

### **83. Employee Representation**

- 83.1 Employees have the right to representation and freedom of association in the workplace. It is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.
- 83.2 In matters concerning their employment as referenced throughout this Agreement, an employee may choose to have a representative of their choice to support or represent them.
- 83.3 A representative requested by an employee to act in this capacity may include a union workplace delegate, an elected representative, or a work colleague.

#### **Workplace delegates rights**

- 83.4 DHA recognises the important role of union delegates in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to the agency.
- 83.5 DHA and union delegates will work together respectfully and collaboratively.
- 83.6 DHA supports and respects the role of union delegates to:
- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - (b) consult with other delegates and union officials, and seek advice and assistance from union officials;
  - (c) represent the interests of members to the employer and industrial tribunals; and
  - (d) represent members at relevant union forums, consultative committees, or bargaining.
- 83.7 DHA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 83.8 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.
- 83.9 Subject to legislative and operational requirements, including privacy and security requirements, union delegates are entitled to:
- (a) reasonable official communication appropriate to DHA with members and potential members about their industrial interests, including paid or unpaid meetings between employees and their unions.

- (b) reasonable access to the workplace and facilities to represent those interests, and information about facilities and resources available for their use.
  - (c) reasonable access to paid time (during normal working hours) for training related to their role as a delegate.
- 83.10 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 before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **PART J. REDUNDANCY**

### **84. General**

- 84.1 This part only applies to an ongoing employee not subject to a probation period.
- 84.2 The Managing Director may retrench an employee 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.
- 84.3 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.

### **85. Assistance to employees**

- 85.1 Where DHA identifies a situation where employees may be retrenched, it will notify any affected employees and hold discussions as soon as reasonably possible. Discussions will last no longer than 4 weeks unless otherwise agreed by an employee and DHA.
- 85.2 Discussions will consider measures that may be taken to avoid or minimise the impact of potential redundancy such as retraining or transfer to suitable alternative positions.
- 85.3 An affected employee, or group of employees, may nominate a representative for the purpose of the discussions.
- 85.4 An employee who may be retrenched will be entitled to the following:
- (a) information about the value of the employee's termination payments if the employee is retrenched;

- (b) discussions about possible redeployment opportunities;
- (c) opportunity to submit an expression of interest for vacant positions at an equivalent classification, in advance of a position being advertised by DHA;
- (d) reimbursement of reasonable costs associated with the provision of financial assistance as approved prior to the retrenchment date of effect; and
- (e) where the employee chooses, referral to a career transition service.

## **86. Severance entitlements**

- 86.1 An employee terminated by the Managing Director on the grounds that the employee is excess to the requirements of DHA is entitled to payment of a redundancy benefit of an amount equal to two (2) 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.
- 86.2 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 (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.
- 86.3 Any period of service which ceased by way of any of the grounds for termination specified in Section 29 of the *Public Service Act 1999* (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.
- 86.4 The minimum severance payment will be four (4) weeks' salary and the maximum will be 48 weeks' salary.
- 86.5 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during the 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.
- 86.6 For the purposes of sub-clause 86.1, the period of continuous service includes Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*.

- 86.7 For the purposes of sub-clause 86.1, absences from work which do not count as service for long service leave purposes will not count as continuous service for severance pay purposes.
- 86.8 For the purposes of sub-clause 86.1, the employee's salary will be the higher of:
- (a) the employee's annual base salary at their 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 their termination.
- 86.9 An employee will not be entitled to severance pay where DHA offers the employee comparable employment and the employee refuses that offer.

## **87. Notice of termination on retrenchment**

- 87.1 Where the employee is to be terminated or retrenched, the Managing Director will provide the employee with the notice of termination set out in clauses 91.2 to 91.4.
- 87.2 An employee may seek an early separation by waiving the notice period, in which case the employee will receive payment in lieu of the unused balance of the notice period.

## **88. Reduction in classification**

- 88.1 The Managing Director may, in order to prevent an employee being retrenched, reduce the employee's classification by one (1) level, or two (2) levels with the employee's consent, provide alternative duties or secure comparable employment for the employee with another employer.
- 88.2 Where the Managing Director reduces the classification level of the employee under sub-clause 88.1, the employee will be entitled to income maintenance payments to maintain salary at the previous classification level for a period that is equal to two (2) weeks for every year of service (as defined by sub-clauses 86.6 and 86.7), subject to a minimum period of four (4) weeks and a maximum period of 48 weeks.

# **PART K. DISPUTE RESOLUTION**

## **89. Procedures for preventing and settling disputes**

- 89.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards;
- this part sets out procedures to settle the dispute.

- 89.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this part.
- 89.3 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.
- 89.4 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.
- 89.5 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 2009. 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 2009. Therefore, an appeal may be made against the decision.*

- 89.6 While the parties are trying to resolve the dispute using the procedures in this part:
- (a) an employee must continue to perform work normally unless the employee has a reasonable concern about an imminent risk to 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.
- 89.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this part.

## PART L. TERMINATION OF EMPLOYMENT

### 90. Resignation

- 90.1 An employee may resign at any time, and for whatever reason, and should give two (2) weeks written notice of their resignation from employment.
- 90.2 The Managing Director has the discretion to agree to a shorter notice period of notice or waive the requirement to give notice.
- 90.3 At the instigation of the Managing Director the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive payment in lieu of the notice period which is not worked.

### 91. Cessation of employment

#### Termination for serious misconduct

- 91.1 Nothing in this Agreement prevents DHA from terminating the employment of an employee without further notice, or payment in lieu of notice, in accordance with the *Fair Work Act 2009* and associated regulations dealing with serious misconduct, and the *Public Service Act 1999*.

#### Notice of termination

- 91.2 The Managing Director 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

- 91.3 The required period of notice set out in sub-clause 91.2 is increased by one (1) week where the employee:
- (a) is over 45 years of age; and
  - (b) has completed at least two (2) years of continuous service with the APS.
- 91.4 The Managing Director may elect to pay an employee in lieu of all or part of the required notice provided for in sub-clauses 91.2 and 91.3.

#### Termination of non-ongoing employment

- 91.5 Non-ongoing employment may be terminated for reasons other than misconduct, including but not limited to where:

- (a) The duties for which the employee was engaged are no longer available;
- (b) The duties for which the employee was engaged have been completed ahead of time;
- (c) A decision has been made that the duties for which the employee was engaged are no longer required to be performed;
- (d) There is unsatisfactory performance; or
- (e) Any other grounds as provided for in this Agreement.

### **Invalidity retirement**

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

### **Termination payments**

91.7 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 salary.

### **Payment on death**

91.8 Where an employee dies, or is assumed by DHA to have died, the Managing Director 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.

91.9 Payment of an amount authorised by DHA under sub-clause 91.8 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.

## **92. Review of decisions to terminate employment**

92.1 Termination of, or a decision to terminate, employment cannot be reviewed under the dispute prevention and settlement procedures addressed in clause 89 of this Agreement.



## Appendix 1 - Pay rates – classification structure

DHA level	Pay point	As at 22 January 2023	From the commencement of Agreement	From 13 March 2025	From 12 March 2026
DHA Trainee (APS Technical)	Min	\$52,867	\$54,982	\$57,071	\$59,011
	Max	\$60,208	\$62,616	\$64,995	\$67,205
DHA Level 1 (APS Level 1)	Min	\$55,247	\$57,457	\$59,640	\$61,668
	Max	\$61,832	\$64,305	\$66,749	\$69,018
DHA Level 2 (APS Level 2)	Min	\$62,903	\$65,419	\$67,905	\$70,214
	Max	\$67,966	\$70,685	\$73,371	\$75,866
DHA Level 3 (APS Level 3)	Min	\$69,389	\$72,165	\$74,907	\$77,454
	Max	\$76,886	\$79,961	\$83,000	\$85,822
DHA Level 4 (APS Level 4)	Min	\$77,958	\$81,076	\$84,157	\$87,018
	Max	\$84,295	\$87,667	\$90,998	\$94,092
DHA Level 5 (APS Level 5)	Min	\$85,366	\$88,781	\$92,155	\$95,288
	Max	\$92,763	\$96,474	\$100,140	\$103,545
DHA Level 6 (APS Level 6)	Min	\$93,834	\$97,587	\$101,295	\$104,793
	Max	\$107,874	\$112,189	\$116,452	\$120,411
Executive Level 1	Min	\$113,905	\$118,461	\$122,963	\$127,144
	Max	\$139,011	\$144,571	\$150,065	\$155,167
Executive Level 2	Min	\$141,154	\$146,800	\$152,378	\$157,559
	Max	\$173,683	\$180,630	\$187,494	\$193,869

## Appendix 2 – Definitions

Term	Definition
APS	Australian Public Service.
Casual employee	An employee engaged under section 22(2)(c) of the PS Act who: <ul style="list-style-type: none"> <li>a. is a casual employee as defined by the FW Act; and</li> </ul> works on an irregular and intermittent basis.
Child	Means a biological child, adopted child, foster child, stepchild, or ward.
Classification	or classification level means the approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
De facto partner	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.
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.
DHA	Defence Housing Australia, the body created under the <i>Defence Housing Australia Act 1987</i> .
Employee	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.
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.
Family and domestic violence	Has the same meaning as in section 106B(2) of the FW Act
Family	<p>(a) a spouse, former spouse, de facto partner or former de facto partner of the employee;</p> <p>(b) a child, parent, grandparent, grandchild, or sibling of the employee;</p> <p>(c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;</p> <p>(d) a member of the employee's household; or</p> <p>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.</p>
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.
Medical certificate	Means a certificate signed by a registered health practitioner.
Non-ongoing (temporary) APS employee	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.
Ongoing employee	An employee engaged under section 22(2)(a) of the <i>Public Service Act 1999</i> .
ML Act	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> and any successor legislation
Partner	A spouse or de facto partner
PS Act	The <i>Public Service Act 1999</i> (Commonwealth).
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.
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.
Relevant employee	Means an affected employee
Salary	Means an employee's base rate of salary that is set by reference to the salary range for their classification, as set out in Appendix 1. Similarly, an employee's 'hourly salary rate' is the employee's salary reduced to an hourly rate.
Secondary caregiver	for the purposes of the parental leave clause means an employee, other than a pregnant employee or a 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 this Agreement.

## **Appendix 3 – Supported salary rates and conditions of employment**

- 3.1 Supported salary rates and conditions of employment will apply to an employee with a disability who is eligible for consideration under the Supported Wage System (the System).
- 3.2 Employees covered by the System will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.
- 3.3 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**

- 3.4 Employees to whom the System applies will be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable is not less than the minimum amount determined by the Annual Wage Review by the Fair Work Commission).

- 3.5 When an employee's assessed capacity is 10 per cent, a higher degree of assistance and support will be provided. Assessment made under this schedule must be documented in a Supported Wage System wage assessment Agreement, and retained by the employer as a time and wage record in accordance with the Act.

### **Assessment of capacity**

- 3.6 For the purpose of establishing the percentage of the salary to be paid to an employee, the productive capacity of the employee will be assessed in accordance with the System and documented in the assessment instrument.

### **Lodgement of assessment instrument**

- 3.7 All assessment instruments will be agreed and signed by the parties to the assessment. All assessment instruments, including the appropriate percentage of the salary to be paid to the employee, will be lodged by the employer with the Fair Work Commission.

### **Review of assessment**

- 3.8 The assessment of the applicable percentage should be subject to annual review or earlier, on the basis of a reasonable request for a review. The process of review will be in accordance with the procedures for assessing capacity under the System.

### **Other terms and conditions of employment**

- 3.9 Where an assessment has been made, the applicable percentage will apply to salary only. Employees covered by the provisions of the System will be entitled to the same terms and conditions of employment as all other workers covered by the Agreement, paid on a pro rata basis.

### **Workplace adjustment**

- 3.10 DHA will take reasonable steps to enhance the employee's capacity to undertake assigned work. This may include re-design of role duties, changing working time arrangements and work organisation.

## **Trial period**

- 3.11 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of the System for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- 3.12 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. The minimum amount payable to the employee during the trial period will be not less than the minimum amount determined by the Annual Wage Review by the Fair Work Commission.
- 3.13 Work trials should include induction or training as appropriate to the job being trialled.
- 3.14 Where DHA and the 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.

## **Appendix 4 - Grandfathered Northern Territory retention**

- 4.1 An employee who commenced employment with DHA in the Northern Territory prior to 22 January 2021 will be eligible for an additional week's paid leave to be provided in February each year where:
- (a) 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;
  - (b) the employee has not had an unauthorised absence or more than four (4) weeks of paid and/or unpaid leave between 1 October in the previous year and 30 January in the relevant year;
  - (c) the employee has been assessed as having 'met all targets' or a higher rating during the previous 12 months; and
  - (d) the employee is working in a Northern Territory based role on 30 January of the relevant year.
- 4.2 This clause does not apply to non-ongoing employees engaged on an irregular or intermittent basis (casual).
- 4.3 The Northern Territory Retention arrangements will be provided to part time employees on a pro rata basis.
- 4.4 The paid leave specified in clause 13.1 must be used by 30 November in the year granted.
- 4.5 Employees who commence in a position in the Northern Territory after 22 January 2021 will not be entitled to an additional weeks leave as specified in Appendix 4.




## SIGNATORIES

### Defence Housing Australia

Signed for Defence Housing Australia by:

Barry Jackson  
Managing Director  
35 Hinder Street  
GUNGAHLIN ACT 2912

Signature:



---

Date: 24 / 05 / 2024


---

### Employee Bargaining Representative: Community and Public Sector Union

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

Melissa Payne  
Assistant National Secretary  
54-58 Foveaux Street  
SURRY HILLS NSW 2010

Signature:



---

Date: 27 / 05 / 2024