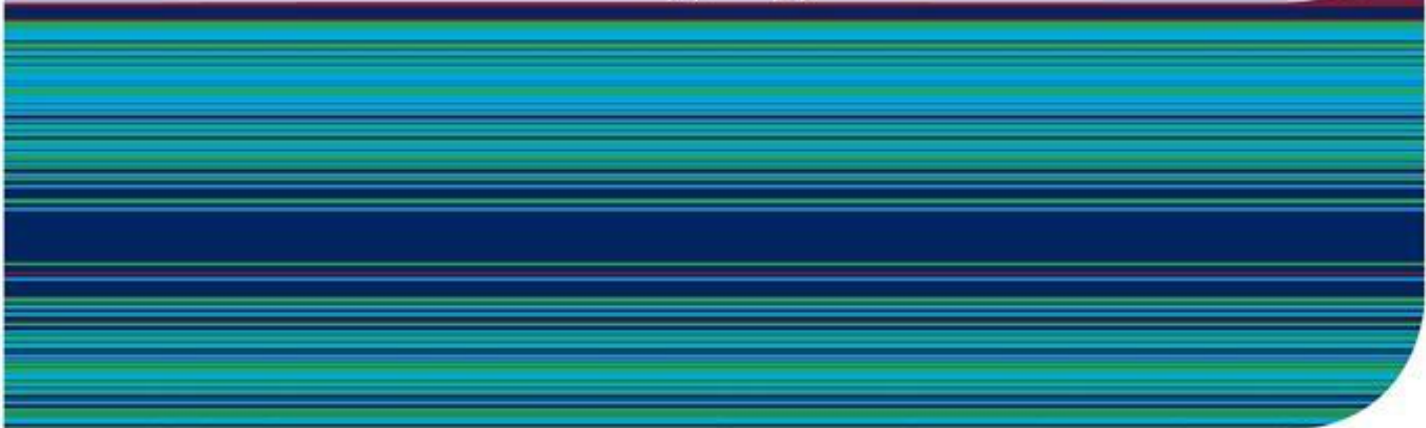




Australian Government
Department of Veterans' Affairs

2015 – 2018

DVA ENTERPRISE AGREEMENT



DVA ENTERPRISE AGREEMENT 2015 – 2018

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PART A TECHNICAL MATTERS

TITLE

- 1 This Agreement made under section 172 of the *Fair Work Act 2009* (FW Act) shall be known as the DVA Enterprise Agreement 2015 – 2018.

COVERAGE

- 2 In accordance with section 53 of the Fair Work Act, this Agreement covers:
 - a) the Department of Veterans' Affairs (DVA), on behalf of the Commonwealth, and
 - b) all non-SES employees of DVA employed under the *Public Service Act 1999* (Public Service Act).

DURATION

- 3 This Agreement comes into operation seven days after approval by the Fair Work Commission and nominally expires three years from commencement of operation.

DELEGATIONS

- 4 The Secretary may, in writing, delegate the whole or any part of the Secretary's powers or functions under this Agreement, with or without limitation, other than the power to delegate.
- 5 The Secretary may give written directions to the delegate in relation to the exercise of that power or the performance of that power or function. The delegate must comply with any directions.

GENERAL GUIDANCE AND INTERPRETATION

- 6 Further guidance and advice to assist employees and managers to properly apply the conditions of employment contained in this Agreement is contained in DVA policies and/or guidelines as varied from time to time.
- 7 These policies and guidelines do not form part of this Agreement and to the extent of any inconsistency, the terms of this Agreement prevail over the terms of any DVA policies or guidelines about matters in this Agreement.

DEFINITIONS

- 8 In this Agreement, unless the contrary intention appears:

"Advancement" means the movement of an ongoing employee from one work level to a higher work level within the same DVA broadband.

"APS" means the Australian Public Service.

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

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

"Dependant" in relation to relocation and remote locality provisions under this Agreement, means the employee's partner; or an employee's child or parent, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

“Documentary evidence” means documentary evidence that would satisfy a reasonable person to substantiate the reasons for leave. For personal illness or injury this means a medical certificate from a registered health practitioner, or, where it is not reasonable to expect the employee to give the employer a medical certificate – a statutory declaration made by the employee. In cases other than personal illness or injury, other supporting evidence may be accepted.

“Double time” means the employee's hourly rate of salary multiplied by 2.

“Double time and one half” means the employee's hourly rate of salary multiplied by 2.5.

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

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

“FBT” means Fringe Benefits Tax

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

“Foster child” means a child for whose long term care the employee has assumed primary responsibility and who is, or will be, under 16 years of age and is not (otherwise than because of the fostering) a child of the employee or the employee's partner.

“Headquarters” is the location at which the employee ordinarily performs duty.

“Hourly rate of salary” means the full-time fortnightly salary (full-time annual salary divided by 26.0833313) divided by the standard full-time fortnightly hours for the employee.

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

“Locality” for travel and related purposes means a town or city other than the one where the employee usually works. It does not include another locality within the town or city where the employee usually works.

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

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

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

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

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

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

“Reasonable business grounds” has the same meaning as in the NES.

“Reassignment of duties” means movement to another set of duties at the employee's substantive level.

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

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

“Substantive level” means the APS classification level and corresponding salary at which the employee works when he/she is not on temporary assignment to a higher APS classification level.

“Time and one half” means the employee's hourly rate of salary multiplied by 1.5.

“Work level” means an APS classification level.

PART B CONSULTATION AND DISPUTE RESOLUTION

NATIONAL CONSULTATIVE FORUM

- 9 DVA will have a National Consultative Forum (NCF) comprising management and staff representatives that will consult, on a regular basis on issues surrounding implementation of this Agreement.

CONSULTATION

- 10 This term applies if:
- a) DVA has made a definite decision to introduce a major change to production, program, organisation, structure or technology in DVA that is likely to have a significant effect on employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 11 For the purposes of this term:
- a) "relevant employees" means the employees who may be affected by a change referred to in clause 10;
 - b) the relevant employees may appoint a representative for the purposes of the procedures in this term;
 - c) if the relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and the employee or employees advise DVA of the identity of the representative, DVA must recognise the representative; and
 - d) the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

Major change

- 12 For a major change referred to in clause 10(a):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - b) clauses 13 to 16 apply.
- 13 As soon as practicable after making the decision, the employer must
- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on employees; and
 - (iii) measures the Department is taking to avert or mitigate the adverse effects 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 employees.
- 14 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 15 If this Agreement provides for a major change to production, program, organisation, structure or technology in DVA, the requirements set out in clauses 11(b), 12(a) and 13 are taken not to apply.

- 16 In this term a major change is likely to have a significant effect on employees if it results in:
- a) The termination of employment of the employee; or
 - b) major changes to the composition, operation or size of the DVA workforce or in 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; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 17 For a change referred to in clause 10(b):
- a) the employer must notify the employee of the proposed change; and
 - b) clauses 18 to 19 apply.
- 18 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).
- 19 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

DISPUTE RESOLUTION

- 20 If a dispute relates to a matter arising under this Agreement, or the NES, 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 concerned and relevant supervisors and/or management.
- 21 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. The Fair Work Commission may deal with the dispute in 2 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 Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

- 22 The employer or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 23 While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the Secretary to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 24 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

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

Temporary assignment

- 46 An employee temporarily assigned to a higher work level than the employee's substantive level will be paid at a classification determined by reference to the APS Work Level Standards.
- 47 The pay point within the salary range for the higher classification at Attachment A and at which the employee will be paid is to be determined by the manager, taking account of the employee's experience, skills and abilities.
- 48 Payment for temporary assignment to Executive Level 1 or higher is subject to a minimum qualifying period of more than 4 weeks.
- 49 An employee will receive payment at the temporary assignment rate during paid leave and public holidays if the temporary assignment would have continued during the leave or public holidays.
- 50 The Secretary will determine the remuneration and conditions of employment to apply when a non-Senior Executive Service (SES) employee undertakes temporary assignments at the SES level.

ALLOWANCES

- 51 Allowance amounts and conditions are detailed at Attachment B. Unless otherwise indicated in this Agreement all allowances and reimbursement amounts in this Agreement are effective from the date of operation of this Agreement and fixed for the life of this Agreement.
- 52 A reference in this section to a *relevant subscription service* means a subscription service approved by the Secretary for the purposes of providing suggested rates for various allowances.

Departmental Liaison Officer allowance

- 53 An employee who performs the duties of Departmental Liaison Officer (DLO) and attends for duty at the office of the Minister for a whole day is entitled to be paid an allowance for that day.
- 54 This allowance is in lieu of any overtime or flextime provisions provided under this Agreement.

Excess fares and excess travelling time

- 55 An employee at APS Level 6 (or equivalent) or below who undertakes a temporary assignment at a different location, and incurs excess fares and additional travelling time, will be entitled to compensation for the additional fares and time in a manner agreed with their manager.
- 56 A manager may approve reimbursement of excess fares and compensation for additional travelling time for excess or potentially excess employees who are:
- a) relocated through reassignment of duties at level or on reduction on a trial basis or otherwise; and
 - b) at APS Level 6 or equivalent or below prior to the reduction.
- 57 Compensation under clause 56 is available for a maximum of 6 months and cannot be made in advance. If compensation is made during a trial period that results in permanent placement, the total period for compensation cannot exceed 6 months.
- 58 Payment under this clause is not available where the employee is in receipt of travel allowance.

First aid allowance

- 59 An employee will be paid first aid allowance where the Secretary determines that the employee:
- a) holds nationally recognised Statements of Attainment issued by a Registered Training Organisation (RTO) for the nationally endorsed first aid unit/s of competency; and
 - b) has attended training on a regular basis to refresh their first aid knowledge and skills and to confirm their competence to provide first aid. (Refresher training in CPR must be undertaken annually and first aid qualifications must be renewed every three years); and
 - c) has first aid responsibilities in the workplace.

Fire warden allowance

- 60 An employee will be paid fire warden allowance where the Secretary determines that an employee who is not receiving first aid allowance has:
- a) successfully undertaken specified fire warden training;
 - b) has continuing expertise commensurate with that training; and
 - c) has fire warden responsibilities in the workplace.

Motor vehicle allowance

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

Restriction allowance

- 64 The Secretary may, with the agreement of an employee, include the employee on an approved restriction roster and restrict the employee between the hours of 6.00pm and 8.00am Monday to Friday, and on weekends and public holidays.
- 65 Employees on an approved restriction roster must remain contactable and at the required degree of readiness to perform extra duty to be eligible for payment of restriction allowance. A manager may arrange for restricted employees to be provided with either a mobile telephone, pager and/or rental assistance on their private telephone service.
- 66 Eligible employees will be paid restriction allowance of 8.5% of their hourly salary. An employee's salary for the purposes of calculating restriction allowance includes payment for temporary assignment.
- 67 Eligible employees who have been restricted and are required to perform duty at a place of work will be paid overtime in accordance with the Emergency Duty provisions of this Agreement. Eligible employees who have been restricted and are required to perform duty but not required to attend a place of work will be paid a minimum overtime payment of one hour.
- 68 Employees will not be entitled to restriction allowance and overtime payment for the same period of work.

- 69 Where more than one period of duty is required during a period of restriction, the separate overtime payments cannot exceed the amount that would have been paid had the employee remained on duty from the commencing time of duty on the first attendance to the ceasing time of duty on the last attendance.

OVERTIME

- 70 Managers may require employees to work reasonable extra hours. Overtime is payable to eligible employees for work required to be performed:
- a) on weekends, public holidays and during the two day Christmas shutdown; and
 - b) unless otherwise provided for in this Agreement, for employees other than OAWG field employees:
 - (i) before 7.00am and after 6.00pm Monday to Friday; or
 - (ii) between 7.00am and 6.00pm if the employee has worked at least 7 hours and 30 minutes ordinary time on that day; and
 - c) for OAWG field employees:
 - (i) before 5.00am and after 9.00pm Monday to Friday; or
 - (ii) between 5.00am and 9.00pm if the employee has worked at least 8 hours ordinary time on that day.
- 71 Overtime does not count as time worked for flextime purposes. However, while employees are not eligible for overtime payments until any flex debit they have is eliminated, flex debits are reduced by the hours of overtime worked multiplied by the applicable overtime rate.
- 72 An employee's salary for the purposes of calculating overtime will include payment for temporary assignment. Overtime rates are as follows:
- Monday to Saturday: Time and one half
 - Sunday: Double time
 - Public Holidays: (See clauses 73 and 74)
 - Easter Saturday: Double time and one half (regardless of whether the day has been declared a public holiday)
- 73 On Public Holidays overtime is payable at single time and one half in addition to the normal hourly rate of salary during the period 7.00am to 6.00pm until 7 hours and 30 minutes are worked. Overtime is then payable at double time and one half. Overtime is also payable at double time and one half before 7.00am and after 6.00pm on Public Holidays.
- 74 The following arrangements will also apply to OAWG field employees who work overtime on Anzac Day:
- a) when Anzac Day falls on a weekday - single time and one half in addition to normal hourly rate of salary during the period 5.00am to 9.00pm until 8 hours are worked. Overtime is then payable at double time and one half; and
 - b) when Anzac Day falls on a weekend - double time and one half for any hours worked.

Minimum payment

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

Emergency duty

- 76 Emergency duty is where an eligible employee is required to perform emergency duty at a time when they would not ordinarily be on duty, and no notice was given before ceasing ordinary duty.
- 77 Emergency duty will be paid as overtime at double time and will include payment for reasonable travelling time. The minimum payment will be 2 hours at double time.

Rest relief after overtime

- 78 An employee who works overtime will be entitled to an eight hour break plus reasonable travelling time before recommencing work, without incurring any loss of pay or deduction from flextime.
- 79 An eligible employee who is directed to return to duty without the eight-hour break will be paid double time (i.e. single time in addition to the normal hourly rate of salary) for duty performed until an eight-hour break can be taken. An employee not eligible for overtime who is not able to have an eight hour break should be granted time off in lieu equal to the period of duty performed until an eight hour break can be taken.

Time off on lieu (TOIL) of overtime

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

Overtime meal allowance

- 81 An overtime meal allowance is payable to employees who are required to work authorised overtime away from home:
- for a continuous period of at least 2 hours on a Monday to Friday, that extends to the completion of, or beyond, a meal period; or
 - for a continuous period of at least 3 hours on a Saturday, Sunday or Public Holiday that commences prior to and ceases at the completion of, or beyond, a meal period; and
 - if a meal break of at least 30 minutes is actually taken, except where overtime is continuous with normal duty.
- 82 For the purposes of overtime meal allowance, a meal period is:
- | | |
|--|--|
| Monday to Friday: | 7.00am to 9.00am
6.00pm to 7.00pm and
midnight to 1.00am. |
| Saturdays, Sundays &
Public Holidays: | 7.00am to 9.00am; 12.00pm to 2.00pm;
6.00pm to 7.00pm; and midnight to 1.00am |
- 83 An employee working overtime from home is not entitled to be paid meal allowance. Overtime is not payable during a meal break.
- 84 The overtime meal allowance rate will be determined by the Secretary with reference to the relevant subscription service.

DOMESTIC TRAVEL

Travel allowance

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

OVERSEAS TRAVEL

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

RELOCATION ASSISTANCE

- 89 Employees relocated in the public interest, as defined in this Agreement, other than those relocated on engagement, are entitled to Disturbance Allowance (except where relocated temporarily) and Food Allowance as provided at Attachment B.
- 90 The Secretary may also provide other reasonable financial assistance to eligible employees to compensate for reasonable costs incurred as a result of the relocation.
- 91 Further details are provided in the relevant DVA policy.

REMOTE LOCALITIES ASSISTANCE

- 92 Remote localities assistance is available to an ongoing employee whose headquarters is in a remote locality as defined by the Australian Standard Geographical Classification (ASGC) Remoteness Structure. As at the date of operation of this Agreement the only DVA locality defined as remote under the ASGC is Adelaide River.
- 93 DVA ongoing employees who have continued to be headquartered in Darwin or Townsville since before the operation of this Agreement are entitled to remote localities assistance under this Agreement under grandfathered arrangements.
- 94 Further details are provided in the relevant DVA policy.

District allowance

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

Air conditioning subsidy – Adelaide River

- 98 Employees entitled to district allowance whose headquarters are at Adelaide River are eligible for an air conditioning subsidy.

99 Further details are provided in the relevant DVA policy.

Leave fare assistance

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

Travel for medical, specialist medical or emergency dental treatment

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

Reimbursement of fares for emergency or compassionate travel

- 104 If a member of the immediate family of an employee who is eligible for district allowance, or their dependant(s) residing at the same locality, becomes critically ill or dies, the Secretary may approve reimbursement of receipted costs of return economy fares reasonably incurred for travel within Australia.

Child reunion fares

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

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 106 The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:
- a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates
 - (iv) allowances
 - (v) remuneration; and/or
 - (vi) leave; and
 - b) the arrangement meets the genuine needs of DVA and the employee in relation to one or more of the matters mentioned in clause 106(a); and
 - c) the arrangement is genuinely agreed to by the Secretary and the employee.

- 107 The Secretary must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act; and
 - b) are not unlawful terms under section 194 of the Fair Work Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 108 The Secretary must ensure that the remuneration and conditions of employment agreed in the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and the employee; and
 - c) is signed by the Secretary and the employee and if the employee is under the 18 years of age, signed by the parent or guardian of the employee; and
 - d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 109 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 110 The Secretary or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Secretary and the employee agree in writing – at any time.

SUPERANNUATION

- 111 DVA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 112 Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 113 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, (with the exception of maternity leave without pay, parental leave without pay and adoption/fostering leave without pay, for a period equal to a maximum of 52 weeks) unless otherwise required under legislation or fund requirements.
- 114 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.

ADDITIONAL MATTERS

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

PART D WORKING ARRANGEMENTS

HOURS OF DUTY

Recording attendance

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

Standard ordinary hours of duty

117 From the date of operation of this Agreement the standard ordinary hours of duty for full-time DVA employees, other than OAWG field employees, are 7 hours 30 minutes per day, 37.5 hours per week Monday to Friday to be worked between 8.30am and 12.30pm and 1.30pm and 5.00pm.

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

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

Span of hours

120 The span of hours between which employees may work their normal pattern of working hours under clause 125 is:

- a) for employees other than OAWG field employees - 7.00am to 7.00pm Monday to Friday;
- b) for OAWG field employees - 5.00am to 9.00pm Monday to Friday.

121 It is expected that these spans will meet most of DVA's operational needs.

122 However, where there is an identified business need, some DVA work groups may establish working patterns beyond these spans to meet customer service requirements.

123 An employee may request and be granted approval by their manager to work an alternative span of hours or outside their normal span for personal reasons. In considering such requests the main consideration will be operational requirements. Hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.

124 DVA may recruit employees with prescribed hours of duty to meet specific business needs.

Working patterns

125 The normal pattern of hours that an employee may work between the approved span is subject to agreement of the employee's manager who will first consider operational requirements and then the needs of the employee and other employees in the work area, and any other relevant matter.

126 All employees should have a break of at least 30 minutes after working 5 consecutive hours.

127 Employees eligible for overtime payments must not work for more than 10 hours ordinary time a day or 5 consecutive hours without a meal break of at least 30 minutes. Time spent travelling away from normal headquarters on official business does not contribute towards the accumulation of 10 hours ordinary time for the purposes of this clause, but is recorded as flextime if it occurs between the span of hours or an agreed alternative span.

Flexitime

- 128 Flexitime will be available to all employees at the APS Level 6 (or equivalent) classification or below, except OAWG field employees. Flexitime is a scheme of flexible working hours arrangements that enables variation of working hours, patterns and arrangements, to provide maximum organisational flexibility with benefits to clients, employees and DVA. Further information is available in the DVA Flexitime Policy and Guidelines. Under the scheme, an employee may:
- a) accumulate a flex credit where they work hours in excess of the standard day or a flex debit where they work less than the standard working day;
 - b) carry over a maximum of 38 hours flex credit or 10 hours flex debit into the next settlement period;
 - c) count travel time during official travel away from normal headquarters and between the normal span of hours Monday to Friday, or agreed alternative span, as hours worked in a settlement period; and
 - d) access flex credit subject to agreement of their manager with agreement not being unreasonably withheld.

Executive Levels

- 129 The working arrangements (including working patterns) for employees at the Executive Level 1 and 2 classifications (or equivalent) are subject to agreement by their manager. Executive Level employees will not be required to work additional hours for extended periods. Further information is available in the DVA Executive level Flexible Working Hours Guidelines.

FLEXIBLE WORK ARRANGEMENTS

- 130 All DVA employees have the right to request flexible working arrangements. DVA will make all reasonable attempts to accommodate such requests. Requests will only be refused on reasonable business grounds.

Part-time work

- 131 An employee may, by agreement in writing with the employee's manager, work less than the ordinary hours of 150 hours over a four-week period for a specified period including under a job-sharing arrangement. The employee will revert to full-time work at the completion of this period unless otherwise agreed.
- 132 The manager and the employee may agree to vary the part time work agreement, including a reversion to full time hours, before the end of the agreement. Employees returning from maternity, adoption, fostering or unpaid parental leave will have access to part-time work within DVA for the period up to the child's second birthday or, in the case of adoption or fostering, the second anniversary of the placement of the child.
- 133 An employee who is engaged, promoted or agrees to reassignment at level to perform management initiated part-time duties will need to apply for full-time vacancies if they wish to return to full-time employment.
- 134 Part-time employees must work at least three hours on any agreed workday.
- 135 A part-time employee's remuneration and other benefits including leave will be calculated on a pro-rata basis, apart from those payments of an expense nature where the employee will receive the same amount as a full-time employee.

Home based work

- 136 Employees may apply to the Secretary for permission to undertake home based work (HBW). Where approved, DVA is responsible for the provision of any necessary equipment and associated supplies such as personal computers, ergonomic equipment, phone lines and stationary supplies. Applications will be considered on a

case by case basis against likely operational requirements. Further information is available in the relevant DVA policy.

Lactation breaks

- 137 Nursing mothers will be permitted to take lactation breaks each day. The duration, number and timing of these breaks is subject to negotiation between the employee and their manager. Further guidance is provided in the relevant DVA policy.

Child and dependant care

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

HEALTH AND SAFETY

OAWG health checks

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

Flu vaccinations

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

Healthy lifestyle subsidy

- 143 DVA will provide a reimbursable subsidy, as detailed at Attachment B, each calendar year to assist with meeting costs incurred in undertaking health and fitness activities provided those costs are minor FBT exempt benefits.
- 144 Reimbursement is subject to the employee submitting evidence of expenditure that is related to the employee and is not payable for that part of the cost of a program or activity that has been reimbursed by a health insurance fund or other organisation.

Employee Assistance Program

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

Telephony health checks

- 146 DVA will provide access to annual hearing and eyesight tests for employees undertaking duties that require telephony scheduling.

PART E LEAVE AND PUBLIC HOLIDAYS

- 147 Employees are required to seek prior approval before taking leave except where unable to do so because of unexpected illness or injury.
- 148 Paid leave counts as service for all purposes. Unpaid leave does not count as service for any purpose and reduces the accrual of paid leave except where otherwise determined under legislation or otherwise specified in this Agreement or relevant DVA policy.
- 149 Unauthorised absence reduces accrual for all leave and does not count as service for any purpose.
- 150 An employee who has applied for or taken annual or long service leave may apply to cancel or recredit leave where they produce documentary evidence entitling them to 1 day or longer of other leave such as personal leave under clause 161 a) or c), compassionate/bereavement leave, and community service leave. When other leave is granted, an equivalent amount of annual and/or long service leave will be re-credited.
- 151 Further guidance on leave is provided in the relevant DVA policy.

ANNUAL LEAVE

- 152 A full-time employee will accrue 4 weeks (150 hours) of paid annual leave for each full year of service in DVA. Annual leave is accrued and credited fortnightly.
- 153 The taking of annual leave is subject to the availability of credits and approval by the manager, in advance. The manager may grant annual leave at either full or half pay. Half pay annual leave will be deducted from leave credits at half the full pay rate. Part day absences will not be granted on half pay. Employees are encouraged to record part-day absences as flex leave or Time Off In Lieu rather than annual leave.

Cashout

- 154 A manager and employee may agree in writing, on each occasion, for the employee to cash out up to 2 weeks of their annual leave provided the employee:
- a) has taken at least three weeks of annual leave or long service leave at full pay or six weeks at half pay in the preceding 12 month period; and
 - b) would have a annual leave balance of at least four weeks after the cashout; and
 - c) has not cashed out any annual leave in the preceding 12 month period.
- 155 Payment will be at the actual rate of salary on the date of cashout, including allowances payable during annual leave, and will be subject to usual taxation rates.

Excess annual leave

- 156 If an employee exceeds the maximum annual leave balance at 1 October in any year (or 30 November if agreed with the manager) the employee will be directed to take that excess leave until the employee no longer exceeds the maximum. From the commencement of this Agreement until 30 September 2017 the maximum is 12 weeks. On and from 1 October 2017 the maximum will be 10 weeks.
- 157 Further information is provided in the relevant DVA policy.

Purchased leave

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

PERSONAL LEAVE

- 159 A full-time employee will accrue 18 days of personal leave for each full year of service in DVA. Personal leave is accrued and credited fortnightly and accumulates without limit.
- 160 Taking of personal leave is subject to approval by the manager and granting of paid personal leave is subject to availability of credits. Employees must advise their manager as soon as practicable of their absence or their intention to be absent.
- 161 A manager may grant personal leave in the following circumstances:
- a) in cases of personal illness or injury;
 - b) to enable employees to attend health care appointments unless it would be detrimental to an employee in any respect when compared to the NES under the FW Act;
 - c) to enable employees to care for a member of their immediate family or household because of:
 - (i) illness or injury of the member or
 - (ii) unexpected emergency affecting the member, including up to 1 week to allow employees to put longer term care arrangements in place for the member; and
 - d) other emergency reasons considered appropriate unless it would be detrimental to an employee in any respect when compared to the NES under the FW Act.
- 162 The manager will grant an employee personal leave if a medical practitioner reports that the employee has had contact with a person suffering from a notifiable disease and is unable to attend work.
- 163 An employee cannot use paid personal leave while on paid maternity, adoption or fostering leave. Personal leave may be granted for personal illness or injury during unpaid maternity, adoption or fostering leave, where satisfactory medical evidence is provided.
- 164 Where paid personal leave has been exhausted, a manager may grant unpaid personal leave for personal illness or injury subject to provision of documentary evidence for the entire period.
- 165 Where paid personal leave has been exhausted, or where there is no entitlement to paid personal leave, an employee is entitled to up to 2 days unpaid personal carer's leave on each occasion when a member of the employee's immediate family or household requires care or support because of personal illness or injury or unexpected emergency. This can be taken as 2 unbroken days or as separate periods if agreed with the manager. Leave must be supported by documentary evidence. Such leave does not count as service unless provided for by legislation.

Requirement for documentary evidence

- 166 The maximum leave for personal illness or injury that may be granted without documentary evidence, as defined in this Agreement, is 3 continuous days per occasion and 8 days per calendar year until 31 December 2015 and 7 days per calendar year from 1 January 2016. Other suitable supporting evidence may be accepted for situations other than illness or injury. In certain circumstances, a manager may waive the requirement for documentary evidence for absences in excess of the maximum without documentation in a calendar year. Further guidance is provided in the relevant DVA policy.
- 167 A manager may require documentary evidence for periods of less than 3 days where there is a reasonable doubt that the absence is consistent with an appropriate use of personal leave. If this is requested, the employee will be required to provide documentary evidence supporting the need for absence.

- 168 Where the manager has required an employee to provide suitable evidence to support absences from the workplace, and that evidence cannot be provided to support absences, the manager may deem the leave to be an unauthorised absence.

Invalidity

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

COMPASSIONATE / BEREAVEMENT LEAVE

- 170 Subject to providing appropriate documentary evidence, an employee is entitled to three days compassionate/berereavement leave:
- a) to spend time with a person in their immediate family or household who has a personal injury, or illness, which poses a serious threat to his or her life; or
 - b) after the death of a member of the employee's immediate family or household.
- 171 Compassionate/berereavement leave is paid leave for full or part-time employees and unpaid for casual employees.
- 172 The three days compassionate leave may be taken as a single unbroken period of three days or three separate one day periods or any separate periods to which the employee and the manager agree.
- 173 This entitlement is available on each occasion that the above requirements are met.
- 174 An employee's manager may waive the above requirement for documentary evidence where they are satisfied that the circumstances are such that it would be unreasonable for the employee to provide such documentation.

CAREER INTERVAL LEAVE

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

MISCELLANEOUS LEAVE

- 177 The Secretary may grant paid or unpaid miscellaneous leave for a variety of purposes. Further information is contained in the relevant DVA policy.
- 178 Paid leave cannot be accessed during approved unpaid miscellaneous leave unless provided for by legislation.

COMMUNITY SERVICE LEAVE

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

DEFENCE RESERVISTS LEAVE

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

WAR SERVICE SICK LEAVE

- 188 Employees may be eligible to be granted war service sick leave while unfit for duty because of an injury or disease that is:
- a) war caused or hazardous or peacekeeping service caused; or
 - b) caused by war-like or non-warlike service.
- 189 In this Agreement, hazardous service, peacekeeping service, or war-like or non-warlike service has the same meaning as in the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*.
- 190 Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
- 191 The special credit must be used before the annual credits. Where an employee's war service sick leave credits have expired, personal leave provisions will apply.

- 192 Approval of a grant of war service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition was war caused or hazardous or peacekeeping service caused or caused by war-like or non-warlike service.
- 193 Leave that counts as service for personal leave purposes will count as service for war service sick leave purposes.

LONG SERVICE LEAVE

- 194 Long service leave granted under the *Long Service Leave (Commonwealth Employees) Act 1976* must be for a minimum period of 7 consecutive calendar days at full pay or 14 days at half pay.
- 195 Periods of long service leave cannot be broken with other periods of leave except as otherwise provided for by legislation.

MATERNITY, MATERNAL, ADOPTION/FOSTERING, PARENTAL LEAVE

- 196 An eligible employee may elect in advance to spread payment for all of their paid maternity leave and maternal leave or adoption/fostering leave entitlement (up to 15 weeks) over a period of up to 30 weeks at a rate of no less than half normal salary. Only the first half of this period (up to 15 weeks) will count as service.

Maternity and maternal leave

- 197 Pregnant employees have entitlements to paid and unpaid maternity leave under the Maternity Leave (Commonwealth Employees) Act 1973 (the ML Act). This Agreement provides pregnant employees with an additional three weeks of paid maternal leave to be taken continuous with any entitlement to paid maternity leave provided by the ML Act.

ADOPTION/FOSTERING LEAVE

- 198 The Secretary will grant, upon application, unpaid adoption/fostering leave of up to 52 weeks to employees immediately following the placement of a child with the employee for adoption or fostering, including court appointed permanent caring responsibilities.
- 199 The first 15 weeks adoption/fostering leave will be with pay provided that immediately prior to the date or expected date of placement of the child the employee has, or will have, completed at least 12 months qualifying service as defined in the Maternity Leave (Commonwealth Employees) Act 1973. Where an employee completes the qualifying 12 months service within the 15 weeks immediately after placement of a child, the remainder of that 15 week period will be with pay.
- 200 Unpaid adoption/ fostering leave does not count as service except for the period that occurs between the commencement of leave and the employee qualifying for paid adoption/fostering leave.
- 201 Where both adoptive/foster parents are DVA employees, the maximum amount of adoption/foster leave that can be granted between the two employees is 15 weeks with full pay (or 30 weeks half pay) and 52 weeks in total.
- 202 To be eligible for Adoption/Fostering Leave:
- a) the employee must have primary caring responsibilities for the child;
 - b) the leave must commence on the date of placement of the child and cease no later than 12 months from the date of placement of the child;
 - c) the child to be placed must be under the age of 16 as at the date of placement;
 - d) the child must not have lived continuously with the employee for a period of 6 months or more as at the date of placement, or the expected date of placement,

and is not a child or step child of the employee or the employee's spouse or partner;
and

- e) the employee must submit with their application for leave documentary evidence of either the approval for adoption or the permanent fostering arrangement by a person or organisation with statutory responsibility for the placement of the child and, in the case of fostering, that the child is not expected to return to their family.
- 203 Where a fostered child is subsequently adopted by the employee, and the employee has been granted paid leave for fostering of that child, the employee is not eligible for additional leave under the adoption leave provisions of this Agreement.
- 204 Placement in relation to the adoption or fostering of a child means the day the employee takes custody of the child or the day the employee starts travel that is reasonably necessary to take custody of the child.

Supporting Partner Leave

- 205 During the 12 month period following the birth, adoption or fostering of a child an employee whose partner has given birth or is the primary care-giver for an adopted or fostered child may access up to two weeks paid leave for parenting purposes.

Parental leave

- 206 An employee who has applied for or taken 12 months paid and/or unpaid maternity, fostering or adoption leave may also request up to an additional 12 months of unpaid parental leave to occur immediately following the end of their first 12 months' leave and ending on the second anniversary of the birth or placement of the child. Requests will only be refused on reasonable business grounds and written reasons for refusal will be provided to the employee. Paid leave granted during the 12 month additional parental leave period does not extend this 12 month period.

PUBLIC HOLIDAYS

- 207 Employees are entitled to the following public holidays:
- a) New Year's Day (1 January);
 - b) Australia Day (26 January);
 - c) Good Friday;
 - d) Easter Monday;
 - e) Anzac Day 25 April;
 - f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December);
 - i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- 208 If under a law of a State or Territory, a day or part day is substituted for one of the public holidays in clause 207, then the substituted day or part day is the public holiday.
- 209 The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 210 Where substitution is made for a holiday falling on a Saturday or Sunday, no public holiday rates will be paid for duty performed on the Saturday or Sunday.
- 211 Where an employee cannot work on a day for which a substituted holiday has been granted, that employee will work additional hours equivalent to their normal hours on

that missed day, at times to be agreed with the Secretary, without entitlement to overtime payment.

- 212 Where an employee works on both Christmas Day and a substitute holiday, one of the days will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.
- 213 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part 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.
- 214 Where a public holiday falls during a period when an employee is absent on a prevailing type of leave (such as leave without pay, long service leave, maternity leave etc.) 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 at half pay, payment is at half pay). Note that, in accordance with the NES, an employee is not taken to be on annual leave or personal/carer's leave on a public holiday. Where an employee is in receipt of reduced pay (e.g. long service leave half pay and leave without pay) on both sides of a public holiday, payment for the public holiday will be at the higher rate of reduced pay.
- 215 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 of pay if employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 207 a-h.
- 216 If under a law of a State or Territory Easter Tuesday 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.

ADDITIONAL HOLIDAY

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

Christmas Day	Additional Day
Sunday	Wednesday 28 December
Monday	Wednesday 27 December
Tuesday	Monday 31 December
Wednesday	Friday 27 December
Thursday	Monday 29 December
Friday	Tuesday 29 December
Saturday	Wednesday 29 December

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

CHRISTMAS SHUTDOWN

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

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

PORTABILITY OF LEAVE

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

RECOGNITION OF PRIOR SERVICE FOR PERSONAL LEAVE

- 224 On engagement as an APS employee in DVA, periods of prior employment as either an ongoing or non-ongoing APS employee with DVA or as a member of the Australian Defence Force will be recognised by DVA as service for personal leave, provided any break in recognised continuous service does not exceed 2 months.
- 225 For each year of recognised prior service under clause 224, personal leave will accrue at the rate of 3 weeks, less any personal leave taken. A deduction of 1 week per year of recognised service will be made when records of leave taken are unavailable.

EXPENSES – CANCELLATION OF LEAVE OR RECALL TO DUTY

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

UNAUTHORISED ABSENCE

- 227 An employee absent from duty without approval will have all pay and allowances provided under this Agreement ceased until he or she resumes duty and/or is granted leave. Such absences will not count as service for any purpose including accrual of leave.

PART F IMPROVING SKILLS AND PERFORMANCE

PERFORMANCE FEEDBACK

- 228 All employees and managers are required to participate in the DVA performance feedback arrangements and enter into a written performance agreement and development plan.
- 229 The performance assessment process will be used to determine a performance rating as displayed in the following table:

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

MANAGING UNDERPERFORMANCE

- 230 Where, despite workplace counselling designed to improve performance through feedback and other measures, an employee's performance continues to fall below the expected standard, a two month period of formal performance counselling and assessment will commence which will involve:
- a formal written warning specifying:
 - the required standard of duties the employee has been assigned;
 - that performance will need to improve;
 - how the employee's performance will be assessed; and
 - the possible consequences if the employee has not attained and sustained the required standards by the end of the 2 month assessment period;
 - further assessment of performance; and
 - a final assessment at the end of the two month period.
- 231 If, at the end of the two month assessment period the employee's performance fails to meet the expected standard, the employee may have their employment terminated or alternatively may have their classification reduced or be reassigned.
- 232 These provisions do not apply to non-ongoing employees or employees while they are on a period of probation. Further information is provided in the relevant DVA policy.

LEARNING AND DEVELOPMENT

- 233 Subject to operational requirements and available resources, employees should have access to at least 5 days of structured development activities per year consistent with the 70-20-10 principle that adult learning takes place on the job (70%), through relationships with other people (20%) and through formal situations such as courses or workshops (10 %).

Professional registration reimbursement – APS Levels 1-5

234 Where an APS Level 1 to APS Level 5 employee is required by DVA to maintain registration with a professional body as a prerequisite to performing their role, the employee will be entitled to receive reimbursement of:

- a) the cost of this registration; and/or
- b) costs of items specifically related to improving or maintaining their professional skills, qualifications or registration, such as professional membership fees, professional development expenses or journals (as agreed in an employees Learning and Development plan)

up to the amount specified in Attachment B to this Agreement. Where the actual registration costs exceed this amount, the employee may seek approval for reimbursement of a higher amount. Reimbursement is subject to the employee providing suitable documentary evidence of the expense incurred.

Medical Officers - Professional development

235 Medical Officers may claim up to the amount specified in Attachment B to this Agreement for expenditure on activities to assist in attaining and maintaining relevant and agreed skills and knowledge. Medical Officers may also be approved to engage in private practice.

236 Further details are contained in Medical Officers – Professional Development Policy.

STUDY ASSISTANCE

237 The Secretary may approve access, for ongoing employees, to financial assistance and/or study leave, to support the successful completion of tertiary studies that are relevant to the operational needs of DVA. Further information is available in the Study Assistance Policy. Specific proposals for studies assistance must be reflected in the employee's performance agreement.

PART G BROADBANDS AND ADVANCEMENT

- 238 DVA has two broadbands, DVA Band 1 (APS Level 1 to APS Level 2) and DVA Band 2 (APS Level 3 to APS Level 5). Movement of an ongoing DVA employee between one work level and a higher level within the same broadband is an advancement.
- 239 Only ongoing DVA employees whose substantive level is below the higher work level but within the broadband are eligible for advancement.
- 240 Advancement of eligible employees from one work level within a broadband to a higher work level within the same broadband is subject to:
- a) the availability of sufficient ongoing work at the higher work level, except where advancement occurs on successful completion of the Graduate Program at clause 39 or other entry level program as determined by the Secretary consistent with APS-wide initiatives (e.g. cadetship); and
 - b) where there is more than one eligible applicant for an internally advertised advancement opportunity, a competitive assessment of those applicants against the skills, knowledge and personal attributes required for the available work at the higher work level; and
 - c) where there is only one eligible applicant for an internally advertised advancement opportunity, that employee has been assessed as performing their current duties at a standard that meets or exceeds expectations and having the skill requirements for the available work at the higher work level.
- 241 Further details are provided in the relevant DVA policy.

PART H REDEPLOYMENT, REDUNDANCY AND RESIGNATION

REDEPLOYMENT AND REDUNDANCY

- 242 These provisions do not apply to employees on probation or to non-ongoing employees.
- 243 The Secretary will advise any employee, in writing, if he or she is likely to become excess and will take reasonable action to assess the redeployment prospects of the potentially excess employee.
- 244 Discussions will be held with the potentially excess employee to consider:
- a) redeployment opportunities for the employee concerned, taking into account the Secretary's assessment; and
 - b) whether the potentially excess employee is interested in voluntary redundancy.
- 245 During these discussions, the employee may choose to be accompanied by a support person.
- 246 Prior to the conclusion of these discussions, employees who are not potentially excess may be invited by the Secretary to express interest in voluntary redundancy, where those redundancies would facilitate the redeployment of excess or potentially excess employees.
- 247 Excess and potentially excess employees will be considered in isolation for all DVA vacancies at their substantive level, and prior to those vacancies being advertised. Excess employees will be considered before potentially excess employees. Where more than one excess or potentially excess employee is considered for a vacancy, the selection decision will be based on a comparative assessment of those employees.
- 248 Potentially excess and excess employees being assessed for redeployment to a vacancy need only demonstrate that they will be able to satisfactorily perform the duties, with training and development, within a reasonable time frame (ordinarily within 3 to 6 months).

Determining excess status

- 249 An employee may be declared excess if:
- a) there is a greater number of employees at the employee's regular level than is necessary for the efficient and economical working of DVA; or
 - b) their services cannot be effectively used because of technological or other changes in work methods, or other organisational changes in DVA; or
 - c) the employee is not willing to move to or perform duties at another locality where their usual duties are reassigned, and the Secretary determines that these provisions will apply to that employee.
- 250 The Secretary may advise the employee in writing that they are excess to requirements:
- a) after the completion of discussions in clause 244 or
 - b) if the employee or the employee's representative decline to attend discussions – no less than 4 weeks after the Secretary has told the employee that the employee is likely to become an excess employee in accordance with clause 243.

Employee support and career transition

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

Voluntary redundancy

- 252 Where the Secretary invites an excess employee to consider an offer of voluntary redundancy, the employee will have 4 weeks within which to accept the offer. If the employee accepts the offer the Secretary will issue a Notice of Termination at or after the end of that period and not before, unless the Secretary and the employee agree to the Notice of Termination being given earlier.
- 253 Only one formal offer of voluntary redundancy will be made to an excess employee.
- 254 Where an employee has not already received the following information, within the 4 week consideration period the employee must be given information on the employee's:
- a) estimated redundancy pay, pay in lieu of notice, annual and long service leave credits;
 - b) accumulated superannuation contributions and superannuation options;
 - c) taxation rules applying to the various payments; and
 - d) financial/career counselling reimbursement up to a combined maximum of \$850 unless exceptional circumstances warrant an additional amount, and if not already accessed previously in this process.

Redundancy benefit

- 255 An employee who accepts an offer of voluntary redundancy and whose employment is terminated under section 29 of the Public Service Act on the grounds that he/she is excess to requirements is entitled to be paid:
- a) a sum equal to 2 weeks' salary for each continuous completed year of service deemed to be continuous and as defined in clause 258 of this Agreement
 - b) plus a pro-rata payment for completed months of service since the last completed year of service,
- subject to any minimum amount the employee is entitled to under the NES.
- 256 The minimum sum payable is 4 weeks' salary and the maximum is 48 weeks' salary.
- 257 The redundancy benefit is calculated on a pro-rata basis for any period where the employee has worked part-time hours during their period of service and has less than 24 years full-time service subject to any minimum amount the employee is entitled to under the NES.
- 258 Subject to the following clauses, service for redundancy pay purposes means:
- a) service in DVA;
 - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*, excepting ACT Government Service (unless transitional eligibility applies);
 - c) service with the Australian Government (other than service with a Joint Commonwealth-State body corporate in which the Australian Government does not have a controlling interest) that is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces;
 - e) continuous APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not been previously recognised for redundancy pay purposes; and
 - f) service in another organisation where:
 - (i) the employee was reassigned from the APS to that organisation with a transfer of function; or
 - (ii) the employee engaged by that organisation on work within a function is engaged as a result of the reassignment of that function to the APS and such service is recognised for long service leave purposes.

- 259 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a) the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the Public Service Act.
- 260 Service for redundancy pay purposes does not include any period of prior service that ceased:
- a) through termination on the following grounds:
 - (i) the employee lacks, or has lost, an essential qualification for performing their duties;
 - (ii) non-performance, or unsatisfactory performance of duties;
 - (iii) inability to perform duties because of physical or mental incapacity;
 - (iv) failure to satisfactorily complete an entry level training course;
 - (v) failure to meet a condition imposed under section 22(6) of the Public Service Act; or
 - (vi) a breach of the Code of Conduct; or
 - b) on a ground equivalent to a ground listed in subclause (a) above under the repealed *Public Service Act 1922*; or
 - c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - d) with the payment of a redundancy (severance) benefit or similar payment or an employer-financed retirement benefit (e.g. superannuation).
- 261 Absences from duty that do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

Rate of payment - redundancy benefit

- 262 For the purpose of calculating any payment under clause 255 of this Agreement, salary will include:
- a) the employee's salary; or
 - b) the salary of the higher work level, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given a Notice of Termination; and
 - c) other allowances in the nature of salary that are paid during periods of annual leave and on a regular basis, excluding allowances that are a reimbursement for expenses incurred or a payment for disabilities associated with the performance of duty.

Involuntary redundancy

Retention period

- 263 The Secretary will not involuntarily terminate the employment of an excess employee under section 29 of the Public Service Act, unless they otherwise agree, until the following retention periods have elapsed:
- a) 13 months service where the employee has 20 or more years of service or is over 45 years of age; or
 - b) 7 months service for others.

- 264 If an employee is entitled to a redundancy payment under the NES, the retention period at clause 263 will be reduced by that redundancy pay entitlement on termination, calculated as at the expiry of the retention period as adjusted by this clause.
- 265 The retention period will commence on the earlier of the following:
- a) the day the employee is advised in writing by the Secretary that he or she is an excess employee; or
 - b) 4 weeks after the day on which the Secretary invites the employee to elect to have their employment voluntarily terminated under clause 252 of this Agreement.
- 266 During the retention period the Secretary will continue to take reasonable steps to find alternative employment for the employee, including movements at level. The employee will also take reasonable steps to find alternative employment and actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
- 267 After taking the above steps, the Secretary may, after giving 4 weeks notice to the employee, reduce their classification as a means of securing alternative employment.
- 268 If this occurs prior to the end of the retention period the employee will continue to be paid at their previous salary level for the balance of the retention period. For these purposes previous salary level includes the salary of a higher work level, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in classification level, provided the employee would have continued to act but for the excess employee situation. Their previous level will also include allowances or loadings in the nature of salary that are paid during periods of leave and on a regular basis.
- 269 The retention or notice periods relating to the reduction in classification of an excess employee or notice of involuntary termination will be extended by any periods of certificated personal leave due to the illness of the employee during these periods.
- 270 The excess employee may be provided with assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 271 Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may, with the agreement of the employee, terminate their employment under section 29 of the Public Service Act and pay a lump sum comprising:
- a) the balance of the retention period (as shortened for the NES under sub-clause 264) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - b) the employee's NES entitlement to redundancy pay.
- 272 An excess employee will not have their employment terminated involuntarily:
- a) before they have been invited to consider an offer of voluntary termination of employment, or
 - b) if they have agreed to have their employment voluntarily terminated but the Secretary refuses to approve it; and/or
 - c) if there is another employee performing similar work at the same level and in the same location who has previously agreed to have their employment terminated, been refused, still wishes to accept voluntary termination of employment and the Secretary agrees.

Notice periods

- 273 Where an employee's employment is terminated due to voluntary or involuntary redundancy, the employee will receive 4 weeks' notice of termination (or 5 weeks for employees over 45 years of age with at least 5 years of continuous service as defined in clause 258).

- 274 In the case of involuntary redundancy, wherever possible the notice period will be concurrent with the retention period.
- 275 Where an employee has their employment terminated before the expiration of the notice period, payment in lieu for the unexpired period will be made. The payment must not be less than the amount the employee would have received if they had continued to work in accordance with their usual arrangements until the end of the notice period.

RESIGNATION

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

ATTACHMENT A – SALARY RATES

Administrative and Executive Levels

Table 1

A	B	C	D		E	F	
APS Classification	DVA Broadband	Current Salary	Salary on commencement of EA		Salary 12 months after commencement of EA	Salary 24 months after commencement of EA	
APS Level 1	DVA Band 1	\$43,773	1	\$44,867	\$45,764	\$46,450	
			2	\$46,049	\$46,970	\$47,675	
		\$46,079	3	\$47,231	\$48,176	\$48,899	
			4	\$48,746	\$49,721	\$50,467	
		\$49,034	5	\$50,260	\$51,265	\$52,034	
APS Level 2			\$50,903	1	\$52,176	\$53,220	\$54,018
				2	\$53,210	\$54,274	\$55,088
		\$52,920	3	\$54,243	\$55,328	\$56,158	
			4	\$55,658	\$56,771	\$57,623	
		\$55,680	5	\$57,072	\$58,213	\$59,086	
APS Level 3	DVA Band 2	\$57,460	1	\$58,897	\$60,075	\$60,976	
			2	\$59,871	\$61,068	\$61,984	
		\$59,181	3	\$60,661	\$61,874	\$62,802	
			4	\$61,965	\$63,204	\$64,152	
		\$61,726	5	\$63,269	\$64,534	\$65,502	
APS Level 4			\$64,889	1	\$66,511	\$67,841	\$68,859
				2	\$67,381	\$68,729	\$69,760
		\$66,586	3	\$68,251	\$69,616	\$70,660	
			4	\$69,595	\$70,987	\$72,052	
		\$69,209	5	\$70,939	\$72,358	\$73,443	
APS Level 5		\$72,340	1	\$74,149	\$75,632	\$76,766	
			2	\$74,671	\$76,164	\$77,306	
	\$73,360	3	\$75,194	\$76,698	\$77,848		
		4	\$76,234	\$77,759	\$78,925		
	\$75,389	5	\$77,274	\$78,819	\$80,001		
APS Level 6		\$76,536	1	\$81,497	\$83,127	\$84,374	
			2	\$83,952	\$85,631	\$86,915	
	\$81,163	3	\$86,405	\$88,133	\$89,455		
		4	\$89,473	\$91,262	\$92,631		
	\$86,947	5	\$92,542	\$94,393	\$95,809		
Executive Level 1		\$96,353	1	\$102,521	\$104,571	\$106,140	
			2	\$104,986	\$107,086	\$108,692	
	\$101,000	3	\$107,451	\$109,600	\$111,244		
		4	\$110,015	\$112,215	\$113,898		
	\$105,836	5	\$112,581	\$114,833	\$116,555		
Executive Level 2		\$116,260	1	\$123,640	\$126,113	\$128,005	
			2	\$127,056	\$129,597	\$131,541	
	\$122,702	3	\$130,473	\$133,082	\$135,078		
		4	\$134,818	\$137,514	\$139,577		
	\$130,894	5	\$139,164	\$141,947	\$144,076		

Notes

1. There is a work barrier at the top of each APS classification level within DVA broadband.
2. Employees and trainees under 21 years of age employed at the APS Level 1 classification will be paid a percentage of the minimum APS 1 salary as follows:
 - Under 18 years 60%
 - At 18 years 70%
 - At 19 years 81%
 - At 20 years 91%
3. The salary rates for APS6 to EL2 classifications in Column D of Table 1 include repackaged, pre-existing entitlements.
4. Employees on a salary in Column C above in the Advocacy broadband or OAWG broadband immediately prior the commencement of this Agreement translate to the corresponding salary in Column D on commencement of this Agreement.

Medical Officers

TABLE 2

A	B		C	D	E
APS Classification	Current Salary		Salary on commencement of EA	Salary 12 months after commencement of EA	Salary 24 months after commencement of EA
Medical Officer Class 1	\$87,648	1	\$93,285	\$95,151	\$96,578
	\$94,948	2	\$101,030	\$103,051	\$104,597
	\$102,194	3	\$108,717	\$110,891	\$112,554
	\$114,173	4	\$115,072	\$117,373	\$119,134
	\$114,173	5	\$121,426	\$123,855	\$125,713
Medical Officer Class 2	\$123,291	1	\$131,099	\$133,721	\$135,727
	\$129,739	2	\$133,378	\$136,046	\$138,087
	\$129,739	3	\$135,088	\$137,790	\$139,857
	\$129,739	4	\$136,799	\$139,535	\$141,628
	\$129,739	5	\$137,938	\$140,697	\$142,807
Medical Officer Class 3	\$137,794	1	\$146,484	\$149,414	\$151,655
	\$144,095	2	\$148,155	\$151,118	\$153,385
	\$144,095	3	\$149,827	\$152,824	\$155,116
	\$144,095	4	\$151,498	\$154,528	\$156,846
	\$144,095	5	\$153,169	\$156,232	\$158,575
Medical Officer Class 4	\$150,288	1	\$159,739	\$162,934	\$165,378
	\$156,151	2	\$165,959	\$169,278	\$171,817
	\$165,230	3	\$169,169	\$172,552	\$175,140
	\$165,230	4	\$172,380	\$175,828	\$178,465
	\$165,230	5	\$175,591	\$179,103	\$181,790

Notes

1. The salary rates for MO1 to MO4 classifications in Column C of Table 2 include repackaged, pre-existing entitlements.

Transitional Salary Rates

TABLE 3

A	B	C	D	E	F
APS Classification	Previous DVA Designation	Current Salary	Salary on commencement of EA	Salary 12 months after commencement of EA	Salary 24 months after commencement of EA
APS Level 5	Public Affairs Officer 1 #	\$72,340	\$74,149	\$75,632	\$76,766
		\$75,389	\$77,274	\$78,819	\$80,001
APS Level 6	Public Affairs Officer 2	\$82,109	\$87,409	\$89,157	\$90,494
		\$89,592	\$95,348	\$97,255	\$98,714
Executive Level 1	Public Affairs Officer 3	\$110,803	\$117,850	\$120,207	\$122,010
		\$117,836	\$125,311	\$127,817	\$129,734
Executive Level 2	Senior Public Affairs Officer	\$124,957	\$132,866	\$135,523	\$137,556
		\$133,126	\$141,532	\$144,363	\$146,528
APS Level 6	Legal 1	\$79,094	\$84,211	\$85,895	\$87,183
		*\$83,458	*\$88,841	*\$90,618	*\$91,977
		\$98,449	\$104,744	\$106,839	\$108,442
		\$103,228	\$109,813	\$112,009	\$113,689
Executive level 1		\$117,836	\$125,311	\$127,817	\$129,734
		\$126,940	\$134,969	\$137,668	\$139,733
Executive Level 2	Legal 2	\$134,242	\$142,716	\$145,570	\$147,754
APS Level 6	VVCS Professional # # # #	\$76,945	\$81,931	\$83,570	\$84,824
			\$83,952	\$85,631	\$86,915
		\$81,163	\$86,405	\$88,133	\$89,455
			\$89,473	\$91,262	\$92,631
		\$86,947	\$92,542	\$94,393	\$95,809
Executive level 1	VVCS Professional #	\$98,448	\$104,743	\$106,838	\$108,441
		\$105,836	\$112,581	\$114,833	\$116,555
Executive Level 2	VVCS Professional # #	\$110,193	\$117,203	\$119,547	\$121,340
		\$116,260	\$123,640	\$126,113	\$128,005
		\$124,957	\$132,866	\$135,523	\$137,556
			\$134,818	\$137,514	\$139,577
		\$130,894	\$139,164	\$141,947	\$144,076

Notes

1. On commencement of this Agreement, these transitional salary rates apply only to an employee who:
 - (a) immediately before the commencement of this Agreement, held a DVA designation listed above in Column B and the corresponding APS classification and salary rate, and remains in that role and at that substantive level and at a corresponding salary rate; or
 - (b) immediately prior to the commencement of this Agreement, was on a period of continuous temporary assignment at one of the above DVA designations and corresponding salary rates that has continued without break after the commencement of this Agreement; or
 - (c) immediately following a period of continuous temporary assignment referred to in (b) is promoted to that job.
 2. Employees to whom these transitional salary rates continue to apply under Note 1 may progress to the next higher salary point within the above designation in accordance with the salary progression provisions of this Agreement.
 3. Where an employee receiving a transitional salary is reassigned, at the employee's initiative, on an ongoing basis to a role for which a transitional salary is not applicable, the employee will cease to be entitled to the transitional salary and will be entitled to remuneration at the appropriate salary for the new role as reflected in Table 1 of Attachment A.
 4. The salary rates for APS Level 6 to Executive Level 2 classifications in Column D of Table 2 include repackaged, pre-existing entitlements.
- # Employees on this salary point on commencement of the Agreement, or who progress to this point during the life of the Agreement, will translate to that identical salary point for their APS classification in Table 1 and these transitional rates will no longer apply.
- * An employee may not progress beyond this point within the Legal 1 band unless the duties allocated to the employee are classified at Executive Level 1 and the employee has performed duties at that level for a minimum period of 3 months.

ATTACHMENT B – ALLOWANCES

Allowances	Rate wef commencement of agreement	Increases	Frequency (e.g. annual)	Detail	Counts for superannuation	Counts as salary to calculate overtime	Payable during Long Service Leave	Payable during Annual Leave	Payable during Personal Leave	Reduced pro-rata during period of half-pay leave (if paid during leave)	Included in income maintenance for excess employees	Redundancy Severance payments	Payment in lieu of notice of termination of employment
Departmental Liaison Officer Allowance	\$18,666	Nil	Annual	Paid fortnightly	*	N	*	*	*	*	N	Y	Y
First Aid Allowance	\$26.80	Nil	Fortnight		Y	N	Y	Y	Y	Y	Y	Y	Y
Fire Warden Allowance	\$13.50	Nil	Fortnight		Y	N	Y	Y	Y	Y	Y	Y	Y
Healthy Lifestyle Subsidy	\$288	Nil	Calendar year	Reimbursement	N	N	N	N	N	N	N	N	N
Motor Vehicle Allowance	as per subscription	as per subscription	N/A		N	N	N	N	N	N	N	N	N
Overtime Meal Allowance	as per subscription	as per subscription	N/A		N	N	N	N	N	N	N	N	N
Professional Registration Reimbursement	up to \$497	Nil	Financial year	APS1-5	N	N	N	N	N	N	N	N	N
Medical Officer - Professional Development	up to \$4,500	Nil	Financial year	Reimbursement	N	N	N	N	N	N	N	N	N
Disturbance Allowance	\$1,276	Nil	Per relocation	Flat rate	N	N	N	N	N	N	N	N	N
	\$455			Per dependant									
Food Allowance	\$567	Nil	Per relocation. Subject to cooking facilities at temp location	> 21 days and <3 months	N	N	N	N	N	N	N	N	N
	\$1,135			3 months or more									
	\$1,276			Per relocation									
Travel Allowance	as per subscription	as per subscription	N/A	Meals and Incidentals	N	N	N	N	N	N	N	N	N
District Allowance													
Townsville dependants	\$1,999	Nil	Annual	#	N	N	*	Y	Y	N	Y	Y	Y
Townsville no dependants	\$1,007			#									
Darwin dependants	\$4,818			#									
Darwin no dependants	\$2,635			#									
Adelaide River dependants	\$6,432												
Adelaide River no dependants	\$3,646												
Leave Fare Assistance	lowest priced, fully flexible, return airfare on 1 January	1 December	Annual	Adelaide River	N	N	N	N	N	N	N	N	N
			Annual	Darwin #									
			Two Yearly	Townsville #									

* Subject to certain conditions

Grandfathered

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FORMAL ACCEPTANCE OF THIS AGREEMENT AND SIGNATORIES

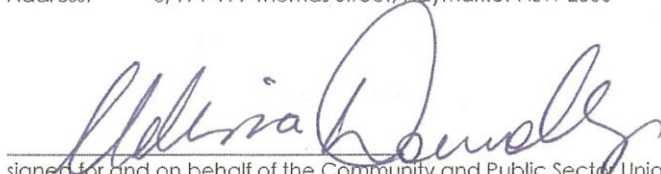
Full Name: Simon Joseph Lewis
Title: Secretary, Department of Veterans' Affairs
Address: 13 Keltie Street, Phillip ACT 2606



signed for and on behalf of the Commonwealth as employer

Date: 18/12/15

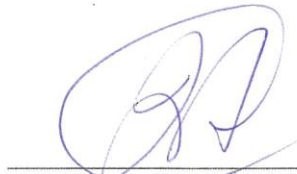
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Title: CPSU Deputy Secretary
Address: 5/191-199 Thomas Street, Haymarket NSW 2000



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

Date: 17/12/2015

Full Name: John Peter Alati
Title: Industrial Officer, ASMOF
Address: 42 Macquarie St, Barton ACT 2600



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

Date: 18/12/2015