

Part G - Balancing Work and Life

Principle

Defence is committed to assisting its employees to balance their work and lives through the provision of flexible working arrangements and conditions, flexible leave arrangements and promoting wellbeing. By providing such an environment Defence aims to increase the productivity of employees in the working environment.

Defence recognises that employees and their supervisors have a shared responsibility for the implementation of these policies and practices. Defence expects supervisors to work with employees to use the provisions that will assist them to effectively balance their work and personal needs. In negotiating with supervisors, employees are to cooperate with supervisors in ensuring any proposed use of flexible arrangements take into account operational requirements.

This theme contains provisions on:

- *Work arrangements;*
- *Leave and holidays; and*
- *Wellbeing.*

Flexible Working Arrangements

Principle

Defence recognises the value of flexible working arrangements in assisting employees to balance their work and personal commitments. A range of flexible working arrangements are available within Defence.

G1 Hours of duty

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

211. **Standard hours.** Standard hours of duty are from 0830 to 1230 and 1330 to 1700 Monday to Friday. Where any variation to standard hours is agreed under the provisions of paragraph 214, the standard hours as stated above will apply for the administration of leave. For part-time employees, 'standard hours' are those specified in each individual part time work agreement.

212. An employee will not be expected to work for more than five consecutive hours without a meal break of at least 30 minutes.

213. **Attendance must be recorded.** All employees must record the actual time of commencing and ceasing duty each day. Completed attendance records must be held within the workplace for 7 years after completion and be produced for review as required, and thereafter in accordance with the relevant records disposal legislation.

G2 Flexible working hours

214. **Local working arrangements.** Supervisors and employees may enter into local agreements on the operation of flexible working hours which vary from the standard conditions.

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

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

216. **Access to flexible working hours.** Employees at the classification of APS Level 6 (or equivalent) and below, who are not required to work according to a continuous shift roster, are

eligible to access flexible working hours. Employees above the salary barrier will not normally access flexible working hours, but may do so by agreement with their supervisors. There will be circumstances under which employees may not be able to access flexible working hours arrangements.

217. **Bandwidth.** The span of hours within which employees can work their required hours on a flexible basis is 0700 to 1900, Monday to Friday excluding public holidays. An employee, eligible for flexible working hours in accordance with paragraph 216, may work more than the hours of a standard day, but within the bandwidth.

218. **Excessive work hours.** An employee will not work more than 10 hours in a day without payment of overtime in accordance with paragraphs 248 and 252. Subject to paragraph 214, all work extending beyond the standard day will be subject to the availability of work and the approval of the employee's supervisor. Nothing in this paragraph implies that an employee can be compelled to work more than 10 hours in a day except where there is a need to meet essential operational requirements. As work performed beyond 10 hours is considered overtime it is subject to paragraph 241.

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

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

221. **Flex credit and excessive hours.** A flex credit of up to 37 hours 30 minutes can be carried over from one settlement period to the next without formal approval. An employee's supervisor may approve flex credits in excess of 37 hours 30 minutes being carried over, provided that arrangements are made to reduce the credit below 37 hours 30 minutes within the ensuing four weeks.

222. Employees and their supervisors are expected to cooperate to reduce excess flex credits, taking into account the operational requirements of the work area and the wishes of the employee concerned.

223. Where arrangements cannot be made under paragraph 221, the employee is entitled to time off, exercisable at their discretion. Such time off will:

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

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

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

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

225. Once a decision has been taken to introduce a local system of make-up time, its terms must be set out in the time and wages records kept under regulations 131A-131R of the Workplace Relations Regulations.

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

227. **Time off in lieu for travel outside the bandwidth.** Where employees are required to undertake official domestic travel outside the bandwidth, or official overseas travel that does not

attract a rest day, relief in the form of time off in lieu would normally be reasonable. Supervisors are expected to consider the individual circumstances of travel undertaken by employees outside the bandwidth and provide time off in lieu at a mutually agreed time. Time off in lieu for travel outside the bandwidth is time that is negotiated between the employee and supervisor to recognise the impact of the travel time on the employee's private life. The time off is not calculated at overtime rates, and may not necessarily be limited to an hour-for-hour equivalent.

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

- a. **based on work requirements** - where essential operational requirements and availability of work may necessitate a temporary variation to hours worked, including reversion to standard hours; or
- b. **based on non-compliance** - where an employee does not comply with the provisions of flexible working hours, including any local arrangements in place, and counselling has had no positive result.

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

230. **Agreed pattern of hours.** Employees are required to come to a mutual arrangement with their supervisor concerning an agreed pattern of hours over the working week. Availability of work will affect an employee's attendance outside the standard day.

231. **Review of decisions under the flexible working hours.** An employee may seek a review of any decision made by the supervisor with respect to variation to or curtailment of the employee's access to flexible working hours. In such cases the employee may seek the involvement of an employee representative.

232. **Replacement of rostered days off (RDO) system.** The flexible working hours arrangements described above can be used to replicate rostered day off arrangements previously used in Defence.

233. **Working arrangements for Executive level employees.** Executive level employees have an important role in assisting Defence to achieve its outputs. In performing this role, these employees often have extra, irregular and non-ongoing demands placed on them, including working beyond standard hours. The remuneration received by these employees recognises these demands.

234. Defence expects that supervisors of Executive level employees will work with them to determine working arrangements and plan work, including the development of KERs for the purposes of the performance agreement, to ensure that Executive level employees do not work unreasonable hours.

235. Unreasonable hours may include:

- a. working substantially in excess of weekly standard hours; or
- b. more than occasionally commencing or finishing outside the bandwidth.

236. The additional following factors should be considered by the employee and their supervisor:

- a. the operational requirements, workload and priorities of the area;
- b. core times and working hours of other employees;
- c. the need for employees to balance work requirements and personal commitments or lifestyle choices or other aspects of their life; and
- d. the need to avoid the working of unreasonable hours.

237. Where it is agreed between the employee and the supervisor that unreasonable hours are worked, supervisors will grant time off in lieu (TOIL) for overtime purposes (refer paragraph 252 for definition), for part or whole days, which may also be taken in conjunction with approved leave. Any TOIL taken should be recorded in the employee's diary. Alternatively overtime may be paid in accordance with paragraph 245.

238. If any matters regarding working arrangements cannot be resolved within the workplace, the employee may seek a review under the Dispute Avoidance and Settlement Procedures in clause J6 of this Agreement or Defence's Review of Employment Action Procedures.

G3 Overtime

Principle

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

239. Where operational requirements make it necessary, a supervisor may approve an employee to work overtime at any time, subject to paragraph 244. Defence expects that wherever possible supervisors will plan work to minimise the need for overtime.

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

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

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

242. Where an employee considers the overtime to be unreasonable, they should advise the supervisor as soon as practicable to allow for alternative methods of achieving the work to be identified. Where such a refusal is given the supervisor will discuss alternative approaches to getting the work done including but not limited to deferring overtime to another day, reprioritising the employee's work to allow them to complete tasks in ordinary hours, or identifying other staff who may be able to perform the duties required.

243. Where there is a conflict between the supervisor and employee on the need for overtime the Dispute Avoidance and Settlement Procedures outlined in clause J6 in this Agreement should be used or Defence's Review of Employment Action Procedures.

244. Duty will be considered overtime where it is performed:

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

245. Overtime penalties will not generally apply to employees in classifications above the salary barrier. The Secretary may approve the payment of overtime to employees in classifications above the barrier.

246. For the purposes of determining whether overtime is continuous with standard hours of duty, meal periods will be disregarded.

247. Part-time employees below the salary barrier who have been authorised to work outside the standard hours for the day specified in their part time work agreement are entitled to overtime payments.

248. Rates for overtime:

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

249. **Rest relief after overtime.** Where an employee has worked overtime and has not had a break of at least eight hours, plus reasonable travelling time between home and the workplace:
- between the end of normal duty on any day or shift and the beginning of normal work on the next day or shift; or
 - on a Saturday, Sunday or a public holiday (not being a normal working day or on a rostered day off) in the 24 hours preceding normal starting time on the employee's next ordinary day or shift;

the employee will be allowed to leave work after the overtime for at least eight hours, plus reasonable travelling time between home and the workplace, and will suffer no loss of pay for normal working time that occurs during the employee's absence.

250. Where an employee is required to resume or continue work without having had time off in accordance with paragraph 249, payment at twice the hourly rate will be made until the requirements for time off are met.

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

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

252. **Time off in lieu of overtime.** Where the supervisor and employee agree, time off in lieu of overtime may be granted to the employee. The time off will be on a 'penalty time' basis. Where time off has been agreed but cannot be taken because of operational requirements within four weeks of the time when the overtime was worked, or another agreed period, payment of the original entitlement will be made.

253. Payment will not be made for time off in lieu to employees above the salary barrier.

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

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

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

- pay will be at twice the normal hourly rate;
- payment will include time necessarily spent in travelling to and from duty; and
- the minimum payment will be two hours at twice the employee's normal hourly rate.

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

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

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

Overtime for shift workers

260. Unless the special conditions set out below apply, shift workers will be subject to the conditions for the payment of overtime set out above in clause G3.
261. Duty for shift workers will be considered overtime where:
- it is performed on any day which is outside the normal rostered standard hours of duty on that day; or
 - it is performed in excess of the standard weekly hours of duty, or an average of the standard weekly hours of ordinary duty over a cycle of shifts.
262. Overtime performed by a shiftworker on a Saturday will be paid at twice the hourly rate.
263. The Emergency Duty provisions will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

G4 Shift work

264. An employee is considered to be a shift worker if rostered to perform ordinary hours of duty outside the period 0630 to 1800 Monday to Friday, and/or on Saturdays, Sundays, or public holidays for an ongoing or fixed period.
265. **Introduction and variation of shiftwork arrangements.** Where necessary as a means of meeting operational requirements, supervisors may introduce shiftwork or a new shift roster or cycle of shifts following consultation with affected employees and employee nominated representative(s).
266. Where practicable and agreed between supervisors, affected employees and their nominated representatives, the provisions of clause G2 may be extended to non-continuous shift workers.
267. **Consultation.** Consultation will involve employees and employee-nominated representative(s) being advised of proposed arrangements, normally one month prior to intended introduction. In times of unexpected increases in workloads due to operational deployments, the consultation time may be reduced.
268. **Posting of rosters.** Subject to paragraph 267, rosters setting out the start and finish times and rotation of shifts will be prepared at least monthly and made available for the information of employees. Amendments may subsequently be made to the roster to meet cases of emergency or special circumstances, provided that amendments to arrangements for Sunday duty are notified by noon on the preceding Saturday.
269. **Exchange of shifts.** Employees will be able to exchange shifts or rostered days off by mutual agreement and with the consent of their supervisor, on the basis that the arrangement does not give any employee entitlement to an overtime payment.
270. **Change of shift.** Employees who are required by their supervisor to change rostered hours of duty will be given at least seven days' notice of the change. Where seven days notice is not given, employees will be entitled to payment at the relevant overtime rate for the part of the shift that is outside the previous rostered hours of duty, until the notice period has expired. Employees who receive this penalty will not be entitled to any other penalty payment for that period of duty.
271. Where seven days notice is unable to be given because of illness or other unanticipated absence of another employee, the overtime penalty will not be payable.
272. Where emergency shift duty, due to operational factors, is introduced employees may agree to waive the notice period at paragraph 270.
273. **24-hour limit.** Except at the regular change-over of shifts an employee should not be required to work more than one shift in each 24 hours.

G5 12-hour shifts

274. 12-hour shift working involves:
- a shift roster which requires staffing for two shifts of 12 hours in each 24-hour period; or
 - a 12-hour day shift, a 12-hour night shift, or a combination of 12-hour shifts and shifts of less than 12 hours.

275. Defence shall consult with employees and their representatives prior to the introduction of 12-hour shifts.
276. Prior to the formal introduction of 12-hour shift working a trial period will be undertaken, unless otherwise agreed. The duration of the trial will be for a period of not less than six months.
277. The roster arrangement will be negotiated and will be formulated so as to provide for:
- a. two shifts on followed by two shifts off; or
 - b. four shifts on followed by four shifts off; or
 - c. an alternative schedule approved by Defence, in consultation with the employees and their representatives, involving no more than three consecutive nights.
278. Where possible the roster is to have a forward rotation of shifts; that is, day shift followed by night shift.
279. The conditions relating to change of shift notice and posting of rosters will be negotiated.
280. The timing and nature of meal breaks is to be subject to consultation.
281. One shift will be regarded as one day for the purpose of granting special leave or bereavement leave.
282. Employees performing 12 hour shifts should not normally perform overtime where it will fall within a period of 12 hours on either side of a normal day or night shift. In all but exceptional circumstances the maximum length of time an employee should have to remain on duty is 14 hours, including the 12 hour shift period and a two hour overtime period before or after the shift.

G6 Shift penalty payments

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

284. **Rates of payment.** Eligible employees will be entitled to the following rates of penalty payments:

- a. 15% loading for rostered and performed ordinary duty on a shift, any part of which falls between the hours of 1800 and 0630;
- b. 30% loading for rostered and performed ordinary duty on shifts consecutively and continuously for a period exceeding four weeks falling wholly within the hours of 1800 and 0800 (part-time employees will only be entitled to this penalty where they work no fewer shifts a week than an equivalent full-time employee and their shift is part of a full-time shift that falls wholly within the hours of 1800 to 0800);
- c. 50% loading for rostered and performed ordinary duty on a shift, for all rostered time of ordinary duty performed on a Saturday;
- d. 100% loading for rostered and performed ordinary duty on a shift, for all rostered time of duty performed on a Sunday; and
- e. 150% loading for rostered and performed ordinary duty on a shift, for all rostered time of ordinary duty performed on a public holiday.

285. Shift penalties for specific classifications which vary from this clause and derive from superseded Award entitlements will continue to be paid in lieu of these loadings.

286. **Public holiday duty.** A public holiday means a holiday as prescribed in clause G20. Public holiday duty will include duty on 25 December, whether or not another day has been declared as a substitute public holiday, except as provided for in clause G20.

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

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

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

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

G7 Out of hours restriction

291. **Eligibility.** Employees may be directed by their supervisor to be immediately contactable, be ready and available to perform overtime, and to remain within a specified distance of their home or workplace outside the employee's normal or rostered hours of duty. Out of hours restriction is not to be undertaken during any period of leave.

292. **Payment.** An employee will be paid restriction allowance for each hour, or part thereof, that they are on restriction duty.

293. Restriction allowance is paid at the following rates:

- a. Monday to Friday - 7.5% of hourly rate of salary;
- b. Saturday and Sunday - 10% of hourly rate of salary; and
- c. Public holidays and rostered days off - 15% of hourly rate of salary

294. The Secretary may approve an alternative rate of restriction allowance, having regard to the circumstances of the restriction situation.

295. An employee who has been placed on restriction duty and is required to perform duty will be paid overtime in lieu of the restriction allowance. Payment of overtime for any one occurrence will be:

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

296. **Restriction above the salary barrier.** The Secretary may approve payment of restriction allowance to an employee above the salary barrier where that employee is required to be restricted on a continuing and regular basis. Before approving such payment consideration should be given to alternative arrangements such as shift work, time off in lieu or specific arrangements that might most appropriately address the circumstances. Where an employee is paid restriction allowance under this provision, the salary used for the calculation of the allowance shall be the salary barrier (including allowances) ie. the maximum salary payable to an APS Level 6.

G8 Home based work

Principle

Defence recognises that there may be benefits for both the individual and Defence for employees to access home-based work.

297. Home-based work may be used by agreement between the supervisor and an employee to permit the employee to perform part of ordinary hours of duty at home.

298. Defence will meet the cost of supplying and maintaining equipment and materials necessary for the employee to work at home under paragraph 297.

299. The payment of excess fares under paragraph 524 and excess travelling time under paragraph 562 to an employee covered by this clause, will be calculated from the employee's office based site.

G9 Part-time work and job sharing

Principle

Part-time work and job sharing are flexible working arrangements for employees and an effective means of reconciling the competing demands of work and private life responsibilities. Defence is committed to providing an environment that encourages the use of both these arrangements while considering operational requirements.

Part-time work

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

301. When part-time arrangements are being considered, supervisors must give consideration to meeting work requirements, and to using options such as job redesign or job sharing to ensure that both individual and team work priorities are met without overloading the employee who is reducing hours.

302. The Secretary may approve the introduction or extension of part-time work for an agreed period. An application for part-time work should be considered favourably subject to operational requirements. A full-time employee will not be required to convert to part-time hours without their agreement. A part-time employee cannot, without their consent, be converted to full-time hours before the expiration of the agreed period.

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

304. Prior to the commencement or variation of a part-time work arrangement, a part-time work agreement must be completed and signed by the supervisor and the employee.

305. A part-time employee and their supervisor may, subject to operational requirements, agree to vary the part-time employee's regular hours of work within an agreed period. Changes of a more permanent nature need to be agreed in writing.

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

307. Where a full-time employee is permitted to work part-time for personal reasons, the employee will have a right to revert to full-time employment at the expiry of the agreed period or where circumstances alter before the expiry of the agreed period, and the employee is available to return to full-time work, the employee will have the right to revert to full-time work as soon as practical, but no later than the expiry of the agreed period.

Job sharing

308. Job sharing is an arrangement subject to operational requirements whereby two or more employees share one full-time job and each work part-time on a regular, continuing basis. Job sharing can be adapted to a variety of circumstances because arrangements are designed individually to suit the needs of Defence, the job sharers and the nature of the job. It may be initiated by employees or supervisors. When it is initiated by supervisors and impacts on existing staff, it is subject to the agreement of the existing employees.

309. Individual job sharing arrangements will be agreed between a supervisor and the applicant employees. Employees working under job sharing arrangements will be considered to be part-time employees.

Leave and Holidays

G10 Leave

Principle

Defence will provide a fair and flexible range of options for paid and unpaid absences from work that assist employees and the organisation to balance work and personal priorities.

310. Unless for health and/or safety reasons, the timing and duration of leave is to be mutually agreed.

311. **Eligibility to accrue leave.** Any employee who is not a casual employee accrues leave regardless of the number of hours or days worked in a week. Apart from long service leave, casual employees do not accrue leave.

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

313. **Leave for less than one day/shift.** Where flextime or make up time is available, employees are encouraged to use these flexibilities rather than other types of leave when seeking approval to take time off for periods of less than one day/shift. This does not preclude the use of other forms of leave, such as personal leave, for short-term purposes, for example, where employees are unable to build up flextime credits.

314. Where an employee is on approved leave on either or both sides of a public holiday payment will be as in Table G1:

Table G1: Payment for days on either or both sides of a public holiday

Rate of pay employee receives the day before public holiday	Rate of pay employee receives the day after public holiday	Rate of payment for public holiday
full pay	full pay	full pay
full pay	half pay	full pay
half pay	full pay	full pay
half pay	half pay	full pay
full pay	unpaid leave	full pay
unpaid leave	full pay	full pay
half pay	unpaid leave	full pay
unpaid leave	half pay	full pay
unpaid leave	unpaid leave	unpaid

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

G11 Annual leave

316. A supervisor may grant an employee annual leave where sufficient credit is available.

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

318. Defence encourages employees to use, on average, at least three weeks annual leave a year. As a guide, two years is a reasonable period over which to average the leave. The timing of annual leave will be flexible, having regard to work needs and employee preferences. Nothing in this paragraph is intended to prevent an employee from saving up annual leave in order to take an extended period of annual leave at a later time for the purposes of, for example, an overseas trip.

Leave intentions will be recorded on the performance agreement as an 'annual leave' KER that records employee annual leave plans during the period covered by the plan, as agreed between the employee and their supervisor. Refer paragraph 158.

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

$$\text{Fortnightly accrual (hours)} = \frac{A \times B}{C}$$

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

B = per annum annual leave credit (full-time equivalent) expressed in hours (ie sum of basic credit of 150 hours and any additional leave accrued in accordance with paragraph 321).

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

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

321. **Additional leave.** Eligibility for additional annual leave is:

- a. Shift workers: Employees who work an eligible shift roster accrue additional annual leave at the rate of one week per annum which will accrue fortnightly. An eligible shift roster is one which, projected over a 12 month period, includes rostered shifts on at least 10 Sundays and public holidays. Additional leave accrues from the first full fortnight following the commencement of the eligible shift roster and ceases when the employee is no longer working an eligible shift roster.
- b. Remote localities: Employees who work and live in a designated remote locality are eligible for additional annual leave as set out in the remote locality entitlements table at Table I3. Any annual amount set out in the table will be credited each fortnight. The additional credit accrues from the first full pay fortnight following the employee commencing in a designated remote locality.
- c. Overseas localities: Employees who work in certain overseas localities are eligible for additional annual leave as set out in the ADO Overseas Conditions of Service Manual.

322. **Accumulation.** Annual leave credits accumulate without any limit. In the event of separation from Defence (other than a move to another APS agency), paragraph 330 outlines the limits imposed on the payment in lieu of any outstanding credit.

323. **Half-pay annual leave.** Annual leave at half pay may be granted to an employee on the basis that one day's annual leave at full pay is equivalent to two days annual leave at half pay.

324. **Employee purchased additional annual leave.** An employee may purchase additional annual leave to a maximum of four weeks' annual leave per annum. A purchase is made via a salary deduction from the employee's fortnightly salary, where the cost of the number of hours purchased is based on the employee's salary applicable on the payday in which the deduction is made. The purchased annual leave is to be credited on the same payday as the salary deduction is made and is available for immediate use.

325. Annual leave counts as service for all purposes.

326. **Public holiday.** Where a designated public holiday for which an employee is entitled to payment occurs during any period of annual leave, the period of leave will not be deducted from the annual leave entitlement.

327. **Effect of leave without pay.** All absences which do not count as service will not be included in calculations of annual leave credits.

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

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

330. **Payment in lieu on separation.** In the event of separation from Defence for any purpose (other than a move to another APS agency), an employee is to be paid out their annual leave credit entitlement calculated to (and including) the date the employment ceases. The credit to be paid out is subject to a maximum of 530 hours. For an employee who, at any time over the three years prior to the date of separation, accrued additional annual leave under paragraph 321, the credit limit is increased to 645 hours. The maximum established for any employee may be increased at the discretion of the Secretary, such as where the employee has previously applied for leave and been denied.

- a. Salary on separation: Payment in lieu will be calculated using the employee's final rate of salary, including allowances that would have been included during annual leave. District allowance is only included in the calculation for leave accrued in a remote locality.
- b. Pre-1966 provisions: Adjustment to an employee's final annual leave credit on separation where the employee was appointed prior to 26 October 1966, and received an annual leave credit in 1966 and again on 1 January 1967 will no longer be made.

331. **Prior employment.** Annual leave credits accrued during prior eligible employment will be recognised if there is no break between finishing that employment and starting with Defence. For these purposes, eligible employment means employment with Defence, the Parliamentary Service, another APS agency or the ACT Government Service.

G12 Long service leave

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

333. Minimum absence period: Long service leave may be taken for a minimum of seven calendar days.

G13 Maternity leave

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

335. **Half pay option.** The payment of paid maternity leave available under the ML Act may be spread over a period of up to 24 weeks at a rate of half normal salary. As this is an administrative arrangement only half of any period will count as service.

336. **Additional paid maternity leave (APPL).** Immediately following the completion of paid maternity leave granted under the ML Act employees will be entitled to an additional two weeks paid leave which will count as service for all purposes.

337. Employees who, on the date of operation of this Agreement, are on maternity leave under the ML Act will be eligible to access the additional two weeks paid leave.

338. **Additional paid maternity leave – half pay option.** Payment of additional paid maternity leave may be spread over a period of up to four weeks at a rate of half normal salary. The four week period will count as service.

339. **Personal leave while on unpaid maternity leave.** Subject to the provision of satisfactory medical evidence paid personal leave may be granted during periods of unpaid maternity leave where an employee is found to be unfit for duty. Medical certificates should clearly state whether the reason for the absence arises from the pregnancy or not. One of the purposes of maternity leave is to assist women to recover from the pregnancy or birth, therefore illnesses that are as a result of the pregnancy or the birth of the child may not be covered by personal leave.

340. An employee on maternity leave may access annual leave and long service leave on full or half pay after completion of their maternity leave. Entitlements under this clause do not extend the maximum period of maternity leave available.

G14 Parental leave

341. **Parental leave.** Where their children are born, or adopted, on or after the date of operation of this Agreement employees may access parental leave. On application an employee will be granted parental leave without pay in the 16 month period immediately following the birth or adoption of their child. Parental leave without pay will not count as service.

342. For employees ineligible for paid maternity leave under the ML Act, the first two weeks of parental leave will be with pay, and count as service, provided it is taken within six months of the date of birth or adoption of the child.

343. **Transitional arrangements.** Employees whose children were born, or adopted, prior to the date of operation of this Agreement may take parental leave up to 16 months from the date of birth or adoption. For employees ineligible for paid maternity leave under the ML Act, the first week of parental leave will be with pay.

G15 Compensation leave

344. Employees are entitled to compensation leave in accordance with the *Safety, Rehabilitation and Compensation Act 1988*. Employees who have previously served in the ADF and sustained injuries whilst serving in the ADF must apply for compensation of those injuries under the Military Compensation and Rehabilitation Scheme. Any leave relating to these injuries is to be taken under the Military Compensation and Rehabilitation Scheme.

G16 Defence Reserve leave

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

346. **ADF Reserve training purposes.** An employee who is a member of the ADF Reserve may be granted paid leave of up to five weeks each financial year to undertake Defence Force training. During the employee's first year of Reserve service, a further two weeks' paid leave may be granted to facilitate participation in common induction training.

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

348. **Other purposes.** Leave may be granted for any other Defence Force requirement.

349. **Service.** Paid leave counts as service for all purposes. Unpaid leave counts as service for all purposes except annual leave.

350. **Access to other kinds of leave.** Eligible employees may also apply for annual leave or long service leave, or the use of flex time or make up time, for training, cadet or other purposes.

351. **Recognition of Reservist activity.** An employee accessing Defence Reserve leave is, in addition to their role as an employee, demonstrating support for the overall Defence mission. This contribution may be a matter for particular discussion in relation to the relevant performance agreement outlined in Part E of this Agreement.

352. Leave entitlements can be accumulated and taken over a period of two years.

G17 Personal leave

353. The Secretary may grant an employee personal leave, with or without pay, where the employee is absent due to personal illness/injury or caring responsibilities.

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

$$\text{Fortnightly accrual (hours)} = \frac{A \times B}{C}$$

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

B = annual personal leave credit (full-time equivalent) expressed in hours (ie basic credit of 112.50 hours, plus any additional leave accrued in accordance with paragraph 358).

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

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

356. **Initial credit.** Employees engaged on an ongoing basis or for a specified or anticipated term in excess of 12 months will receive an initial credit of three week's personal leave (expressed in hours), where a week is based on the approved weekly hours for the employee. To this credit will be added the fortnightly accrual referred to at paragraph 354. An initial credit will not be given if prior employment, in excess of 12 months, has been recognised in accordance with paragraph 315.

357. **Credit if engaged for less than 12 months.** Employees engaged for a specified or anticipated term of less than 12 months do not receive an initial credit in accordance with paragraph 356 until 12 months' employment is achieved, either continuously or through recognition of prior employment in accordance with paragraph 370.

358. **Additional credit - employee with a war-caused injury.** Employees who provide a statement from the Department of Veterans' Affairs stating they have a medical condition which has been accepted as war-caused or defence-caused as determined by the *Veterans' Entitlements Act 1986*, may accrue additional personal leave. Any credit which accrues under this clause is added to the personal leave credit which accrues under paragraph 354.

- a. Fortnightly credit: Eligible employees accrue additional personal leave at the rate of one week per annum which will be credited each fortnight. Any additional leave accrued will be expressed in hours and included in the component 'B' in the fortnightly formula in paragraph 354.
- b. Special credit: On initial engagement, eligible employees will be credited with a special credit of nine weeks' personal leave (expressed in hours), where a week is based on the approved weekly hours for the employee. A special credit may not accrue for subsequent periods of employment in Defence, or where already credited during a previous period of APS employment.

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

360. **Absence without supporting material.** Notwithstanding paragraph 359, personal leave may be granted without production of a medical certificate or other supporting material for absences of no more than three consecutive days/shifts. The Secretary may request supporting material from an employee absent for less than three days/shifts where there is reasonable doubt that the absence is consistent with an appropriate use of personal leave. If requested, the employee is required to provide material supporting the need for absence.

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

362. Supervisors are to notify the Defence Service Centre when:

- a. an employee has been absent from duty for a period of ten continuous working days and is likely to be absent for an extended or indefinite time;
- b. a report from a treating doctor indicates that an employee is unfit for their current duties and is likely to remain so for an indefinite or extended time;
- c. an employee has been absent on account of the same illness or injury for periods totalling four weeks over a period of three months and the supervisor reasonably believes that a similar pattern of personal leave is likely to continue;
- d. the employee returns to work after a continuous absence of four weeks or absences for the same condition totalling four weeks in three months and the supervisor believes,

within two weeks of the employee returning that the employee is not fit to return to work;

- e. the supervisor reasonably believes that an employee's state of health is affecting the employee's work performance; or is a danger to the employee; or that it renders the employee a danger to other employees or members of the public.

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

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

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

366. **Use of personal leave for personal illness.**

- a. **Maximum continuous absence.** Subject to the invalidity retirement provisions, there is no maximum continuous absence period prescribed for personal leave.
- b. **Additional paid personal leave (APPL).** For an ongoing employee, where personal leave credits are exhausted, the Secretary will grant up to four weeks additional paid personal leave each calendar year, subject to the provision of acceptable medical evidence. The Secretary may grant further additional paid personal leave.
 - (1) Subject to paragraph 362, supervisors are to ensure that the Defence Service Centre is notified where appropriate.
 - (2) This provision cannot be used to delay an employee's invalidity retirement from taking effect.
- c. **Invalidity retirement.** An employee will not, without the employee's consent, be retired on invalidity grounds before the employee has had access to all their paid personal leave credits, or a continuous period of at least 52 weeks' of their paid personal leave credits, whichever occurs first.

367. **Use of personal leave for caring purposes.** Personal leave may be granted where an employee is required to provide care and support for a member of their immediate family or household who is suffering from a medical condition and requires close personal care. Consistent with paragraphs 359 and 360 the employee may be requested to provide medical evidence substantiating the need for leave.

368. **Access to personal leave during other approved leave.** If an employee is ill, or is required to provide care in accordance with paragraph 367, for a period during approved annual leave, long service leave or unpaid maternity leave of not less than one day or shift, the employee may apply for personal leave. Personal leave may be approved where acceptable medical evidence is produced, and annual leave and long service leave will be recredited to the extent of the personal leave granted.

369. **Public holidays.** Personal leave will not be deducted for public holidays which the employee would have otherwise observed.

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

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

371. Where prior employment was with the ADF, personal leave credits are deemed to have accrued at the rate of two weeks for each complete year of ADF service, plus an additional credit of

three weeks, where a week is based on the employee's approved weekly hours (whether full-time or part-time).

372. Access to credits, and future leave entitlements, will be in accordance with this Agreement.

G18 Emergency duty leave

373. The Secretary may grant leave to an employee who is a registered volunteer of an emergency service or, who responds to a civil emergency, and performs activities at the direction of an emergency service. Unless the Secretary determines otherwise the maximum amount of leave granted each emergency is four days.

374. Emergency service shall be defined as a state emergency service, fire fighting service, search and rescue unit, or other volunteer service performing similar functions.

375. Emergency leave counts as service for all purposes.

G19 Miscellaneous leave

376. An employee may be granted miscellaneous leave, with or without pay, for the purposes detailed below.

377. **Bereavement purposes.** If a person who is a member of the employee's immediate family or household dies, leave of up to three days - on each occasion - will be granted to the employee. Leave in excess of three days may be granted at the discretion of the supervisor. Leave will be at full pay and count as service.

378. **Special purposes.** The Secretary may grant leave in the event of an unplanned or urgent situation requiring the employee's personal attention including the provision of short-term caring not covered by personal leave for caring purposes, and support to a member of the employee's family. Leave may also be granted to observe a religious or culturally significant day or event. Leave will be at full pay and count as service.

379. Miscellaneous leave for special purposes may not be granted for:

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

unless considered by the Secretary that exceptional circumstances exist to warrant such leave.

380. **The Secretary may grant leave for any other reason.** If granted with pay, leave will count as service.

381. **Unspecified purposes.** Leave of up to one day or shift each calendar year, on a non-cumulative basis, will be granted to an employee, on application, without the need to specify the reason for the absence. Leave will be at full pay and count as service.

G20 Public holidays

382. **Designated holidays.** Employees are entitled to observe the following paid holidays each year:

- a. 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday.
- b. 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday.
- c. Good Friday and the following Saturday and Monday.
- d. 25 April (Anzac Day), or where another day is substituted by State or Territory governments, that day.
- e. In each State and Territory, the day observed to celebrate the anniversary of the birthday of the Sovereign.
- f. The day variously called Eight Hour Day, Labor Day, Labour Day, or May Day as proclaimed by State or Territory governments.
- g. 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December.
- h. 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December.
- i. An additional day during December, according to the Table G2:

Table G2: Additional day of leave

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

383. **Local holidays.** An employee in a state or territory is also entitled to observe up to two local public holidays each year when:

- those days are declared under State or Territory law and gazetted in the Government Gazette; and
- they are observed by the whole of the community in the State or Territory, (or relevant part of the State or Territory).

384. Two half-day public holidays equal one public holiday for these purposes.

385. In Victoria, one of the days will be the day the Victorian Government gazettes as the Melbourne Cup holiday.

386. **Maximum number of holidays.** Thirteen days is the maximum number of national and local public holidays that can be observed in any calendar year by employees in any locality.

387. **Substitution arrangements.** A supervisor may, at the request of a potentially affected employee or group of such employees, agree to substitute another day for any designated or local public holiday. Subject to paragraph 386, an employee who works away from their home base on a local public holiday and does not observe that holiday will substitute another day for the local public holiday.

388. Subject to paragraphs 389 and 390, if a day on which a public holiday is to be observed is substituted by another day, duty performed on the:

- substituted day will be paid at the public holiday rate; and
- public holiday will be paid at the non-holiday weekday or weekend rate, as applicable.

389. An employee who performs duty on 25 December will be paid at the public holiday rate regardless of any substitution arrangements.

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

G21 Christmas stand down

391. **Duration.** Christmas Stand Down period runs from Christmas Day until the designated New Year's Day public holiday, inclusive. It comprises four designated public holidays, two weekdays and up to two weekends.

392. **Application.** All employees will absent themselves during the stand down unless individually directed otherwise. Such directions will only be given to meet essential operational requirements.

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

394. **Notice for employee required to work.** An employee directed to work during any part of the stand-down's two weekdays will be given at least seven days' notice of such requirement. Where less than seven days' notice is given, an affected employee will attract emergency duty conditions (see paragraph 256) for all time worked during the stand-down's two weekdays.

395. **Time off in lieu.** An employee who is directed to work during any part of the stand-down's two weekdays will be granted time off in lieu within four weeks of the stand down. Where this is

impracticable, time off in lieu will be granted before 1 May of the following year, at a time agreed between the employee and their supervisor. The amount of time off will equal:

- a. if notice was given in accordance with paragraph 394 - the time worked during the employee's ordinary hours; or
- b. if notice was not given in accordance with paragraph 394 - one day for each day on which time was worked during the employee's ordinary hours, regardless of the amount of time actually worked.

396. Shiftworkers rostered off for duty on one or both of the stand-down's two weekdays will be granted time off in lieu for each day the employee is rostered off. Any time off in lieu accumulated in accordance with this paragraph must be used within the time periods specified in paragraph 395.

397. **Extraneous payments.** For overtime, restriction allowance and shift penalty payment purposes, the stand-down's two weekdays will be treated as ordinary weekdays.

398. **Payment in lieu.** An employee who leaves Defence before the stand-down will have their annual leave balance increased by ten per cent of the amount of annual leave the employee accrued in the calendar year of separation, not counting additional annual leave (see paragraph 321) or employee purchased additional annual leave (see paragraph 324).

G22 Specified leave day

399. **Specified leave day.** This Agreement introduces a day of specified leave. This leave is specified and applied in conjunction with a closedown period. For this Agreement the specified leave day will be applied on the following dates:

- a. 2 January 2004;
- b. 24 December 2004; and
- c. 23 December 2005.

400. The Christmas closedown provisions in clause G21 apply in respect of specified leave days.

Wellbeing

Principle

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

G23 Legislative underpinnings of supporting a fair, safe and healthy workplace

Principle

Defence respects and promotes workplace diversity, values ethical behaviour and fair dealing, meets its occupational health and safety obligations and promotes the general wellbeing of its employees.

401. The legislative and policy framework governing these issues will be promoted across the workforce together with the development and maintenance of appropriate workplace strategies.

402. These strategies will include the implementation of the Defence Workplace Equity and Diversity Plan and the Defence Occupational Health and Safety Agreement. The Defence Occupational Health and Safety Agreement forms an integral part of the Defence employment framework and any proposed variations will be the subject of consultation between the parties to this Agreement. The parties will deal with any disputes arising from such variations through the Dispute Avoidance and Settlement Procedures at clause J6.

403. Managers, supervisors and employees have a joint obligation to understand, promote and practice required procedures and standards as well as supporting related activities.

404. During the life of this Agreement, Defence will seek to improve its strategies for the prevention of injury and illness in the workplace, and the early and safe return to work of injured or ill employees.

G24 ADO Wellbeing approach

405. During the life of this Agreement Defence will continue to progress the ADO Wellbeing approach including:

- a. communicating with staff and supervisors on the range of Defence initiatives that assist employees and supervisors address wellbeing-related issues;
- b. provide guidelines, and assessment and evaluation tools for supervisors for the development of new local initiatives; and
- c. identifying potential areas for improvement in the management of Defence-wide programs that contribute to the development of wellbeing.

406. The Wellbeing Strategy will be developed in consultation with employees and their representatives.

G25 Amenities

Principle

In recognition of the integrated nature of the organisation, Defence makes its amenities available to all ADO personnel subject to operational requirements.

407. Defence demonstrates this commitment through the following:

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

G26 Dependant care

Principle

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

408. Defence demonstrates this commitment through the following:

- a. the provision of flexible working arrangements such as flex time, home based work, part time work and job sharing;
- b. the provision of flexible leave arrangements for annual leave, maternity leave, personal leave, long service leave and other types of leave;
- c. the provision of nursing mothers' rooms and family rooms for family responsibilities such as breast feeding and short term emergency dependant care arrangements;
- d. reimbursement of dependant care costs as appropriate; and
- e. access to Defence provided child care in accordance to the principles and access guidelines in clause G29.

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

G27 Dependant care costs

Principle

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

410. On receipt of satisfactory evidence a manager will reimburse reasonable expenses arising from additional dependant care arrangements made necessary when:
- a. an employee is required to travel away from their normal work location on official duty; or
 - b. an employee is directed to work additional hours or to attend a conference or training course within the extended bandwidth or outside the employee's regular work hours.
411. The employee will be responsible for ensuring that their supervisor is aware in advance that costs may be incurred.
412. Reimbursement may not be granted for costs covered by available government assistance.
413. These provisions extend to employees located overseas other than in circumstances where an entitlement to dependant care assistance has been granted under the household maintenance assistance provisions of the ADO Overseas Conditions of Service Manual.

G28 Dependant care arrangements

414. In the 2002-2003 DECA Defence committed to providing nursing mothers' rooms and family rooms at a number of locations.
415. In the first six months of this Agreement Defence will:
- a. review the status and utilisation of the nursing mothers' and family rooms;
 - b. ensure the establishment of those that were committed to; and
 - c. assess options for extending these arrangements.

G29 Defence supported child care

Principle

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

416. During the life of this Agreement Defence will:
- a. analyse the civilian census information to determine the requirement trends for APS employees for child care;
 - b. develop and promulgate to staff clear Defence policy and implementation strategies for child care for APS employees based on prioritised business needs; and
 - c. in conjunction with the Defence Community Organisation, assess APS employees' requirements for child care in areas that have been identified for the development of new services to determine options for APS employees.
417. As is the case with other Defence amenities and facilities, employees may not be granted first priority of access where operational effectiveness may be jeopardised.
418. Groups are encouraged to introduce other initiatives such as vacation/holiday programs where there is an identified need.

G30 Employee Assistance Program

Principle

Defence recognises that the welfare of its employees is an important element of achieving 'Results through People'. Defence will provide confidential and professional counselling services for all employees and their families to help them resolve work-related problems or personal problems which may impact on their working lives.

419. Defence will implement a national Defence-wide employee assistance program (EAP) which will provide fair access to professional counselling services for all employees and their dependants.

420. The program will be implemented in accordance with the EAP policy developed in consultation with employees and their representatives. The principles of the EAP are as follows:

- a. All employees and their immediate families will be encouraged to access the EAP if it will assist the employee.
- b. Access to the EAP will be via a variety of modes such as telephone, email, or in person.
- c. The EAP will adhere to the requirements of privacy legislation.
- d. The EAP will be a professional and confidential service, delivered by qualified personnel in an ethical manner.
- e. All employees and supervisors will be made aware of the EAP.
- f. A maximum of four sessions per issue per employee will be provided with provision for extension to further sessions in certain circumstances.
- g. Support will be provided to managers in the role as managers by way of a specific 'manager help line'.
- h. Reporting will be standardised, comprehensive, timely and anonymous, and will include identification within the organisation.

421. While the national program is being developed, counselling services will continue to be provided to employees needing to access services and maintained for employees currently accessing services.