



Defence Determination 2016/19, Conditions of service

made under section 58B of the *Defence Act 1903*

Compilation No. 50

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Includes amendments up to: Defence Determination 2018/41

This compilation is in 4 volumes

Volume 1	Chapter 1 – Chapter 5
Volume 2	Chapter 6 – Chapter 11
Volume 3	Chapter 12 – Chapter 17
Volume 4	Endnotes

About this compilation

This compilation

This is a compilation of Defence Determination 2016/19, Conditions of service, that shows the text of the law as amended and in force on 29/11/2018 (the *compilation date*).

The notes at the end of this compilation (the *endnotes*) include information about amending laws and the amendment history of provisions of the compiled law.

Uncommenced amendments

The effect of uncommenced amendments is not shown in the text of the compiled law. Any uncommenced amendments affecting the law are accessible on the Legislation Register (www.legislation.gov.au). The details of amendments made up to, but not commenced at, the compilation date are underlined in the endnotes. For more information on any uncommenced amendments, see the series page on the Legislation Register for the compiled law.

Application, saving and transitional provisions for provisions and amendments

If the operation of a provision or amendment of the compiled law is affected by an application, saving or transitional provision that is not included in this compilation, details are included in the endnotes.

Modifications

If the compiled law is modified by another law, the compiled law operates as modified but the modification does not amend the text of the law. Accordingly, this compilation does not show the text of the compiled law as modified. For more information on any modifications, see the series page on the Legislation Register for the compiled law.

Self-repealing provisions

If a provision of the compiled law has been repealed in accordance with a provision of the law, details are included in the endnotes.

Chapter 1: Introduction (Required reading)

1.1.1 Overview

This section is reserved for publication in the *ADF Pay and Conditions Manual* of an administrative description of the aims of Chapter 1.

1.1.2 Contents

This Chapter contains the following Parts.

- Part 1 About this Manual
- Part 2 The Defence Determination on conditions of service
- Part 3 Definitions
- Part 4 Equivalent ranks and classifications
- Part 5 Member's rights and obligations
- Part 6 Payment of benefits in special circumstances

Part 1: About this Manual

1.1.3 Abbreviations

This table spells out abbreviations used in Chapters 1 to 17.

Abbreviation	Meaning
ADF	Australian Defence Force
APS	Australian Public Service
ATM	Automatic teller machine
CDF	Chief of the Defence Force
CTAS	Career Transition Assistance Scheme
...	...
DFRDB Act	The <i>Defence Force Retirement and Death Benefits Act 1973</i>
DFRT	Defence Force Remuneration Tribunal
DHA	Defence Housing Australia
GST	Goods and Services Tax
HPAS	Home purchase assistance scheme
HPSEA	Home purchase or sale expenses allowance
kg	kilogram
km	kilometre
MSBS	Military Superannuation and Benefits Scheme
NATO	North Atlantic Treaty Organisation
UK	United Kingdom
UN	United Nations
US or USA	United States of America
VCDF	Vice Chief of the Defence Force

Part 2: The Defence Determination on conditions of service

1.2.1 Defence Determination 2016/19 – general

1. Defence Determination 2016/19, Conditions of service, is the main Determination authorising ADF conditions of service within Australia and overseas. It deals with a wide range of ADF conditions of service.

Examples: Leave, location allowances, reimbursement to members of Service-related expenses.

2. This Determination commences on 1 July 2016.

1.2.2 Members Chapters 1 to 17 apply to

1. Chapter 1 (other than Part 3 Division 2) applies in relation to all ADF members, including members of the Reserves on Reserve service. Chapter 1 Part 3 Division 2 applies only to members on **continuous full-time service**, unless expressly stated otherwise.
2. Chapters 2 to 17 apply only in relation to members on continuous full-time service. This is unless an express intention to deal with another class of person is clear.

Example 1: A member of the Reserves on Reserve service is not eligible for housing assistance under Chapter 7. There is no express intention in that Chapter to apply housing assistance to members other than those on continuous full-time service. Some benefits in this Determination may be provided to the family members of a member.

Example 2: A member of the Reserves on Reserve service is eligible for the payment of costs for travel on Defence business. Section 9.5.14 states that this benefit applies to these members.

Example 3: Some removal and housing benefits are provided for dependants under Chapters 6 and 7 after the death of a member, or under Chapter 8 for the breakdown of their marriage or relationship. The provisions make it clear that the dependants have these benefits.

3. The following classes of members are on continuous full-time service for the purposes of this Determination.
 - a. A member of the Permanent Forces.
 - b. A member of the Reserves on continuous full-time service.
4. A member of the Reserves on Reserve service is not on continuous full-time service.

See: The descriptions of continuous full-time service and Reserve service in Part 3 Division 1.

1.2.3 Other people this Determination may apply to

Some benefits in this Determination may be provided to the family members of a member.

Example: Some removal and housing benefits are provided for dependants under Chapters 6 and 7 after the death of a member, or under Chapter 8 for the breakdown of their marriage. The provisions make it clear that the dependants have these benefits.

1.2.4 Meaning of words and phrases

1. Part 3 of this Chapter defines terms used in Chapters 1 to 17. The definition applies to each use of the term throughout the Chapters, unless it is made clear otherwise.
2. To avoid doubt, definitions in Part 3 may apply in relation to a Reserve service member if necessary to determine their eligibility for a benefit.

Note: If an allowance is not normally payable to a member on Reserve service, then the definitions cannot be used to create that eligibility.

Example: An allowance is available to Reserve service members. The allowance rules use a term that is defined in Part 3. That definition applies to Reserve service members to assist in the interpretation of the allowance rules and assess a member's eligibility.

Non-examples:

1. Recreation leave only applies to members on continuous full-time service and uses terms defined in Part 3. This rule does not operate to make recreation leave apply to members on Reserve service.
2. Housing assistance is based on a posting location that is a term defined in Part 3. The housing rules do not apply to Reserve service members. Members cannot use the posting location definition to create a housing benefit for themselves.

See: Part 3, Definitions

1.2.5 Forms

1. The Assistant Secretary People Policy and Employment Conditions may approve a form that is to be used by an applicant for a benefit under this Determination.
2. To remove doubt, forms included in this Determination are approved forms for the purposes of subsection 1.

1.2.5A References to rules in other instruments

1. This Determination may make reference to rules in other instruments. Subsection 2 applies to any of the following instruments.
 - a. Acts of parliament.
 - b. Provisions of legislative instruments covered by subsection 14(3) of the *Legislation Act 2003*.
 - c. Determinations of the Defence Force Remuneration Tribunal made under section 58H of the *Defence Act 1903*.

Note: Subsection 58B(1A) of the *Defence Act 1903* provides that paragraph 14(1)(a) of the *Legislation Act 2003* applies to these determinations. This means the provisions may be referenced as they were in force on a particular date or from time to time.

2. Both the following apply to instruments listed in subsection 1.
 - a. Where a date is specified, the reference is to the rules that were in force on that date.
 - b. Where no date is specified, the reference is to the rules that are in force from time to time.

Part 3: Definitions

1.3.1 Overview

1. This Part defines terms and explains concepts used in Chapters 1 to 17.
2. The terms defined in this Part apply to more than one Chapter. Terms with a special definition used only in particular areas are defined in that area.
3. Special definitions about dependants are in Division 2 of this Part.
4. Special definitions about overseas conditions of service are in Chapter 12 Part 3.
5. The *Acts Interpretation Act 1901* and the *Defence Act 1903* contain definitions of other terms that may apply.

Example 1: The *Defence Act 1903* defines member, officer, remuneration, the Permanent Forces and the Reserves.

Example 2: The *Acts Interpretation Act 1901* specifies how to work out periods of time and defines some commonly used words, including Australia, month, calendar year, financial year, the Commonwealth.

6. Time is expressed using a 24-hour clock system.

Note: Definitions in this Part may apply to Reserve service members. For further information see section 1.2.4.

See: Part 2 section 1.2.4, Meaning of words and phrases

1.3.2 Contents

This Part includes the following Divisions:

Division 1	Definitions – general
Division 2	Dependants and categorisation

Division 1: Definitions – general

FOR DEFINITIONS RELATING TO DEPENDANTS, SEE CHAPTER 1 PART 3
DIVISION 2

WARNING – DIFFERENT DEFINITIONS FOR OVERSEAS CONDITIONS OF SERVICE

The following terms are defined differently for overseas conditions of service:

long-term posting
posting location
posting period
short-term duty

Those definitions are in Chapter 12.

See: Chapter 12 Part 3, Definitions for Chapters 12 to 17.

1.3.3 Purpose

This Division defines general terms and explains important concepts used in Chapters 1 to 17.

See: Division 2 for definitions and interpretations related to dependants.

1.3.4 Act

Act means the *Defence Act 1903*.

1.3.5 Allowance

Includes an allowance made under section 58B or section 58H of the *Defence Act 1903*, unless expressly stated otherwise.

1.3.6 Baggage

1. For service within Australia – baggage means personal possessions that meet either of these conditions.
 - a. They accompany the member by public transport.
 - b. They are sent by public transport unaccompanied.
2. For a removal, baggage includes parts of a person's furniture and effects that they choose not to be carried by a contracted removalist.

1.3.7 ...

1.3.8 Calendar month

Calendar month has the same meaning as in section 2B of the Acts Interpretation Act 1901.

1.3.9 Capital city

Capital city means Canberra, Darwin or the metropolitan area of the capital city of a State.

1.3.10 CDF

CDF means the Chief of the Defence Force. This includes a reference to another person that the CDF authorises to act on their behalf.

1.3.11 Commonwealth

Commonwealth includes a body corporate incorporated for a public purpose by or under a law of the Commonwealth or of a Territory. Commonwealth excludes an incorporated company, society or association.

See: Section 17 of the *Acts Interpretation Act 1901*

1.3.12 Commonwealth removalist

Commonwealth removalist means Toll Transitions Pty Ltd, its subcontractors, agents or employees who provide removal services under a contract with the Commonwealth.

1.3.13 Compulsory residency

Compulsory residency means training in a hospital undertaken by a medical officer as a condition of entry into the medical profession. It does not matter whether or not the medical officer lives in accommodation provided by the hospital.

1.3.14 ...

1.3.15 Continuous full-time service

1. Continuous full-time service excludes Reserve service. Members on continuous full-time service are paid an annual rate of salary under DFRT Determination No. 2 of 2017, Salaries. If eligible, they are entitled to the conditions of service under Chapters 2 to 17.
2. This concept applies to the service performed by these two groups of members.
 - a. Members of the Permanent Forces.
 - b. Members of the Reserves who are required to perform a period of continuous full-time service with the Permanent Forces.

See also: Section 1.3.67, Reserve service

Example: A member joined the Navy in 2000 and served 10 years in the Permanent Forces. The member then joined the Reserves and performed intermittent Navy reserve days during 2010 to 2014. The member is then called out for continuous full-time service for all of 2015.

Item	During the period...	the member was on...
1.	2000 to 2009	continuous full-time service.
2.	2010 to 2014	Reserve service.
3.	2015	continuous full-time service.

Note: 'Ceasing continuous full-time service' includes all forms of termination or transfer of service. This includes on retirement, retrenchment, and on completing a period of engagement.

1.3.16 Daily rate

1. The daily rate of any annual rate means the relevant calculation set out at section 3.2.7.

See: Chapter 3 Part 2 Division 1 section 3.2.7, Administration of salary and allowances

2. If a member is eligible for a daily rate of an allowance determined by the Defence Force Remuneration Tribunal, the rate is listed in the relevant determination.

See: DFRT Determination No. 11 of 2013, *ADF Allowances*, section A.1.7, Payment arrangements

1.3.17 Dentist

Dentist means a dental practitioner registered under the law of a State or Territory. It includes an ADF dental officer.

1.3.18 Deployment

Deployment means warlike or non-warlike service overseas by members assigned for duty with a UN mission or a similar force.

1.3.19 Doctor

Doctor means a medical practitioner registered under the law of a State or Territory. It includes an ADF medical officer.

1.3.20 Dual entitlement

See: Part 6 section 1.6.1, Dual entitlement – member's adult dependant is also a member.

1.3.21 Effective date of posting

Effective date of posting means whichever is the later of these dates.

- a. The date in the member's posting order.
- b. The date the member starts duty at their new posting location.

See also:

Section 1.3.57, Posting period – within Australia

Chapter 12 Part 3 section 12.3.16, Posting period overseas

1.3.22 Employment

Employment includes full-time or part-time work. It does not include voluntary work.

1.3.23 Engine capacity – rotary engine

1. The capacity of a rotary engine is the displacement of the engine according to the specifications of the engine issued by the manufacturer of the vehicle.
2. The manufacturer of a rotary engine-driven vehicle may not state the displacement of the engine in the specifications. They may state the displacement of the rotor or rotors comprising the engine instead. In this case, the capacity of the engine is taken to be either of these figures.
 - a. The displacement of the rotor that makes up the engine.
 - b. The sum of the displacements of the rotors that make up the engine.

1.3.24 Equivalent rank

See: Chapter 1 Part 4.

1.3.24A Flexible service determination

1. A flexible service determination is a determination made under subsection 23(2) of the *Defence Act 1903*.
2. ...

1.3.25 Fortnightly rate

The fortnightly rate of any annual rate means the calculation set out at subsection 3.2.7.1 as adjusted by subsection 3.2.7.5.

See: Chapter 3 Part 2 Division 1 section 3.2.7, Administration of salary and allowances

1.3.26 Gaining location

Gaining location means the posting location to which a member is posted in their posting authority.

1.3.27 Health professional

For the purpose of a medical absence, a health professional means:

- a. A registered medical or dental practitioner who provides services as a Defence member, Australian Public Service employee or otherwise under an agreement in place with Defence.
- b. A registered medical practitioner.
- c. Any of the following persons who are competent, credentialed and authorised by Surgeon General Australian Defence Force to perform an extended role.
 - i. A Nursing Officer.
 - ii. A Nurse Practitioner.
 - iii. An Advanced Medical Assistant (AMA) or Advanced Medical Technician (AMT).
 - iv. A Clinical Manager (CM).

1.3.28 Home port – for a member

1. This table lists the home port for different members.

Item	If the member was recruited in...	and the member is in the...	the member's home port is...
1.	South Australia	Navy	Adelaide.
		Army, posted to a seagoing ship	
2.	Queensland	Navy	Brisbane, Cairns or Townsville.
		Army, posted to a seagoing ship	Brisbane or Townsville.
3.	New South Wales	Navy	Sydney or Nowra.
		Army, posted to a seagoing ship	Sydney.
4.	Victoria	Navy	Melbourne.
		Army, posted to a seagoing ship	

Item	If the member was recruited in...	and the member is in the...	the member's home port is...
5.	Tasmania	Navy	Hobart.
		Army, posted to a seagoing ship	
6.	Western Australia	Navy	Fremantle.
		Army, posted to a seagoing ship	Perth.
7.	Northern Territory	Navy	Darwin.
		Army, posted to a seagoing ship	
8.	Australian Capital Territory	Navy	Canberra.
		Army, posted to a seagoing ship	

2. If there is more than one option that could apply to a member in the table in subsection 1, the CDF may decide which of the options will apply. The CDF must have regard to both these criteria.
 - a. Where the member was enlisted or appointed.
 - b. The efficient operation of Defence.
3. A member may apply to have a location listed in this table approved as their home port.

Item	If the member is...	then the locations that may be selected are...	
1.	a member of the Navy	Adelaide Brisbane Cairns Canberra Darwin Fremantle	Hobart Melbourne Nowra Sydney Townsville
2.	a member of the Army posted to a seagoing ship	Adelaide Brisbane Canberra Darwin Hobart	Melbourne Perth Sydney Townsville

4. The CDF may approve the application. The CDF must consider all of these criteria.
 - a. Where the member was enlisted or appointed.
 - b. The member's needs.
 - c. The efficient operation of Defence.

1.3.29 Home port – for a ship

For a seagoing ship, home port means the port from which the ship regularly operates for a period of more than one year.

1.3.29A Initial minimum period of service

Initial minimum period of service means the period of service a member must serve following enlistment or appointment, which if not completed may result in a service obligation debt under *Defence Regulation 2016*.

See: Section 25 of the *Defence Regulation 2016*

1.3.30 Leave year

Leave year means a year beginning on 1 July.

1.3.31 Legal officer

Legal officer means an officer who is, or is eligible to be, admitted as a barrister or solicitor of the High Court or the Supreme Court of a State or Territory. This does not include an officer who is a Judge of the Federal Court or a Judge of a court of a State or Territory.

1.3.32 Living in

Living in means occupying living-in accommodation.

1.3.33 Living-in accommodation

Living-in accommodation means either of these forms of accommodation.

- a. A barracks or similar kind of residential accommodation that meets both these conditions.
 - i. It is owned or controlled by the Commonwealth.
 - ii. It is provided primarily for the use of members without dependants.
- b. Accommodation like that described in paragraph a. that a foreign government or other organisation provides for members without dependants.

1.3.34 Living out

Living out means not living in.

See: Section 1.3.32, Living in

1.3.35 Location of residence – within Australia

For service within Australia, location of residence means an area surrounding a member's residence. It is the area defined by the distance the member can travel from their residence and back, door to door. The distance is the greater of these two distances.

- a. How far the member can travel in 150 minutes by the most appropriate and efficient means of public transport.
- b. 30 km each way by public road.

See also: Section 1.3.55, Posting location – within Australia

1.3.36 Long-term posting

1. Within Australia – long-term posting means a period of duty that the member's Service has directed to be for more than six months.
2. For duty overseas – see Chapter 12 Part 3 section 12.3.9, Long-term posting overseas.

1.3.37 Losing location

This table defines losing location for a member granted a removal.

Item	If the member is...	then their losing location is the location in Australia...
1.	a member with dependants on their first removal after joining or rejoining the Permanent Forces	of the current or last permanent home of their dependants when they joined or rejoined.
2.	any other member with dependants	to which they were last granted a removal for their dependants.
3.	a member with dependants (unaccompanied)	
4.	a member without dependants	to which they were last granted a removal.

1.3.38 Meal costs

1. Meal costs include compulsory service charges and taxes, such as goods and services tax (GST).
2. Meal costs exclude these items.
 - a. Voluntary tips.
 - b. The cost of alcoholic drinks.

1.3.39 Meal period

Meal period means one hour beginning at these times.

- a. 0700 hours for breakfast.
- b. 1300 hours for lunch.
- c. 1900 hours for dinner.

1.3.40 Medical absence

Medical absence is the term used to describe the period for which a member is granted leave to be absent from duty for health reasons.

Related Information: Chapter 5 Part 3, Medical absence from duty

1.3.41 Member

Member has the same meaning as in sections 4 and 58A of the *Defence Act 1903*.

Section 4 of the Act: 'Member includes any officer, sailor, soldier and airman.'

Section 58A of the Act: 'Member includes a person who has ceased to be a member, whether by reason of death or otherwise.'

See also:

- a. Part 2 section 1.2.2. This section restricts the application of Chapters 1 to 17 to existing ADF members on continuous full-time service. This is unless a provision makes it clear that the provision applies to members on Reserve service, or former members.
- b. The definitions of continuous full-time service and Reserve service in this Part.

1.3.42 ...

1.3.43 Member undergoing recategorisation training

Member undergoing recategorisation training means a member who is in the following circumstances.

- a. The member commences training in a capacity listed in Schedule B.13 to DFRT Determination No. 2 of 2017, *Salaries*.
 - i. For members of the Permanent Forces and members of the Reserves on continuous full-time service — Part 1 of Schedule B.13.
 - ii. For members on Reserve service — Part 2 of Schedule B.13.
- b. Immediately before the start of the training, salary was payable to the member under a schedule to DFRT Determination No. 2 of 2017, *Salaries*, other than Schedule B.13.

Note 1: These members are entitled to salary non-reduction under Chapter 3 Part 2 Division 2 section 3.2.25.

Note 2: This definition does not apply to new entrants to the ADF who have only ever been on a trainee rate of salary under Schedule B.13.

See:

Section 1.3.75, Trainee

Chapter 3 Part 1 Schedule B.13, Trainee salary rates

Chapter 3 Part 2 Division 2 section 3.2.25, Salary – member undergoing recategorisation training

1.3.44 Month

See: Section 1.3.8, Calendar month

1.3.45 Non-warlike service

Non-warlike service means both these kinds of service for the purposes of the *Veterans' Entitlements Act 1986*.

- a. Service with a peacekeeping force for the purposes of Part IV.
- b. Hazardous service for the purposes of section 120.

1.3.45A Nonworking period

A nonworking period under a flexible service determination is the period that is not the member's pattern of service.

1.3.46 Normal departmental liability

See: Chapter 9 Part 1 section 9.1.7.

1.3.47 Normal working hours

1. There are no minimum prescribed working hours for the ADF. Members on continuous full-time service are paid on a 24-hour day, seven-day week basis.
2. There is no such thing as payment for overtime. However, commanders set a normal working day taking account of normal community standards, operational requirements and occupational health and safety factors.
3. ...

1.3.48 Operational area

For a deployment, operational area means the specified area for a deployment in section 17.7.6.

See: Chapter 17 Part 7 Division 1 section 17.7.6, Rate of allowance

1.3.49 Own home

Own home is defined in Chapter 7.

See: Chapter 7

Part 2, Suitable own home

Part 1 Division 3, Definitions and key concepts.

1.3.50 Paid leave

Paid leave means a period of leave when a member is entitled to salary.

1.3.50A Pattern of service

Means the hours of duty or periods of duty prescribed under a flexible service determination.

1.3.51 Pay grade

Pay grade means the pay grade for a member under DFRT Determination No. 2 of 2017, *Salaries*.

1.3.52 Pay to the Commonwealth

Pay to the Commonwealth means a member's obligation to pay (or repay) money to the Commonwealth. This is if the member incurs a debt or liability to the Commonwealth.

Example 1: The member has been overpaid a benefit.

Example 2: The member is liable to contribute money towards the cost of a particular conditions of service benefit that the Commonwealth provides to them.

1.3.53 Period of prospective service

Period of prospective service has the same meaning as in Part 8 of the *Military Superannuation and Benefits Act 1991*, as preserved by Schedule 4 of the *Defence Legislation Amendment Act (No. 1) 2005*.

1.3.54 Personal location

1. A personal location is a location in which the member's dependants choose to live.

Exception: The location where the member lives cannot be a personal location.

2. Not all situations where dependants live in a personal location attract the same benefits.
 - a. A benefit may be made available to a member on compassionate grounds. If the member satisfies any eligibility requirements for that benefit and the member's dependants live in a personal location, that personal location is known as a personal location where benefits are provided.

Example: A member's dependants need to live near a children's hospital while the member's child undergoes chemotherapy. The member meets the compassionate test for every benefit that can apply and lives in a personal location where benefits are provided.

- b. A benefit may be expressed as not applying in relation to a member with dependants in a personal location. The member and dependants are not eligible for that benefit.
- 3. A personal location may be inside or outside of Australia. A personal location outside of Australia attracts a more limited level of benefits.

Related Information: Chapter 8 Part 3, Member with dependants (unaccompanied) summary has more information about removal and housing for members in different situations.

1.3.55 Posting location – within Australia

- 1. For service within Australia, posting location means an area surrounding a member's normal place of duty. It must be one of these areas.
 - a. An area defined by the distance the member can travel from their usual residence to their normal place of duty and back, door to door. The distance is the greater of these two distances.
 - i. How far the member can travel in 150 minutes by the most appropriate and efficient means of public transport available during their normal hours of duty.
 - ii. 30 km each way on the most direct route by public road.
 - Notes:**
 - 1. This may not necessarily be the quickest route to travel.
 - 2. This subparagraph displaces the general principle in section 35 of the *Acts Interpretation Act 1901*.
 - b. An area greater than the area described in paragraph a. that the member proposes and the CDF approves. Approval may only be given if the CDF is satisfied that both these criteria are met.
 - i. The member's daily attendance for duty would not be affected by any additional travelling time.
 - ii. The member commutes daily to their normal place of duty.
 - c. Any greater area in which a Service residence is located, if the Service residence is made available for members serving at the member's normal place of duty.
- 2. This subsection applies to a member with dependants (unaccompanied) or a member who is posted to a seagoing ship. Their posting location includes a location that their dependants live in.

See also: Section 1.3.35, Location of residence – within Australia

Related Information:

While this definition sets the posting location for most benefits, some members may get benefits based on other locations.

See: Chapter 7 Part 1 Division 3 section 7.1.15, Posting location

3. The CDF may approve an area greater than the area described in paragraph 1.a for a member if both of the following criteria are met.
 - a. The member is posted to the Puckapunyal Military Area.
 - b. The member is participating in the Puckapunyal housing trial.

See: Chapter 7 Part 1 Division 3 section 7.1.16A, Puckapunyal housing trial member
4. When making a decision under subsection 3 the CDF must be satisfied the following criteria are met.
 - a. The member's daily attendance for duty would not be affected by any additional travel.
 - b. The member commutes daily to their normal place of duty.
 - c. The extended posting location is for one of the following reasons.
 - i. The extended posting location is necessary for the member's spouse or partner to undertake specified employment.

Note: Employment does not include home based employment.
 - ii. The extended posting location is necessary for the member's spouse or partner to undertake a specified period of study.

Note: Study is for face-to-face study.
 - iii. The extended posting location is necessary to access professional services for dependants with special needs.
 - d. The member has provided written evidence of the reason under paragraph c.

1.3.56 Posting location – overseas

See: Chapter 12 Part 3 section 12.3.15, Posting location.

1.3.57 Posting period – within Australia

1. For service within Australia, a member's posting period starts on the day they begin duty at a posting location and ends on the day they finish duty there. This is subject to subsections 2 to 6.
2. The posting period starts on the day the member arrives at the location if they arrive on any of these days.
 - a. A Saturday, Sunday or public holiday immediately before the day they begin duty.
 - b. A day during a period of paid leave immediately before the day they begin duty.
 - c. The day they are granted a removal to the location, or any later day.
3. The member's dependants may be granted a removal to the posting location and arrive there before the member. In this case, the posting period starts on the day the dependants arrive.

4. The posting period ends on the day the member leaves the location, if they leave on any of these days.
 - a. A Saturday, Sunday or public holiday immediately before the day they finish duty.
 - b. A day during a period of paid leave immediately before the day they finish duty.
 - c. The day they are granted a removal from the location, or any later day.
5. The member's dependants may be granted a removal from the posting location and depart after the member. In this case, the posting period ends on the day the dependants depart.
6. The CDF may decide it is reasonable for a member's posting period to start on an earlier day or end on a later day. The CDF must consider all these criteria.
 - a. The circumstances of the member's removal to or from the location.
 - b. The number, age, gender and circumstances of the member's dependants.
 - c. The availability of rental accommodation at the location.
 - d. Any other factor relevant to the posting.

Note: Other Chapters have specific provisions about when particular benefits start and stop. These provisions override this definition for those benefits.

Examples: Maritime disability allowance, ADF district allowance and housing assistance.

1.3.58 Posting period overseas

See: Chapter 12 Part 3 section 12.3.16, Posting period overseas.

1.3.59 Private Proficient

Private Proficient is not a formal ADF rank. It is a salary proficiency point.

See: Chapter 3 Part 2 Division 3 section 3.2.37, Salary – Private Proficient

1.3.60 Private vehicle

Private vehicle means a motor vehicle that is registered in the name of the member or their dependant.

Examples: Cars, trucks, motor cycles (and sidecar), motor scooters.

Non-examples: Recreational or hobby vehicles that cannot be registered.

1.3.61 Public holiday

Public holiday means a day, or part of a day, that a member is eligible to take as a public holiday.

See:

Chapter 5 Part 12, Public holidays – Australia

Chapter 15 Part 1 section 15.1.4, Public holidays overseas

1.3.62 Public transport

Public transport means transport available to the public by regular services over fixed routes.

1.3.63 Rank

1. Rank includes both these meanings.
 - a. Equivalent rank under Part 4.
 - b. Substantive, acting (paid), temporary, provisional and probationary rank.
2. Rank does not include either of these meanings.
 - a. Unpaid acting rank.
 - b. Honorary rank.

1.3.64 Refitting port

Refitting port means the port where a ship refits, if this is different from the ship's home port, section 1.3.29.

1.3.65 Remote location

Remote location means a location listed in Annex 4.4.A.

See: Chapter 4 Part 4 Annex 4.4.A, Remote locations for ADF district allowance

1.3.66 Removal

Removal means a removal by a Commonwealth removalist.

See: Section 1.3.12, Commonwealth removalist

1.3.67 Reserve service

Reserve service means a period of service performed by a member of the Reserves that is not continuous full-time service.

See: Section 1.3.15, Continuous full-time service

1.3.68 Restricted destination

1. For the purpose of leave and travel, a restricted destination is a location that the CDF has directed is a restricted destination.

See: Chapter 5 Part 2 Division 1, Leave to travel to a restricted destination

1.3.68A Retirement age

Retirement age has the same meaning as under section 23(4) of the *Defence Regulation 2016*.

1.3.69 Return of service obligation

Return of service obligation means the period of service that a member is required to complete in respect of specified training, education, experience or special duties, which if not completed may result in a service obligation debt under *Defence Regulation 2016*.

See: Section 25 of the *Defence Regulation 2016*

1.3.70 Seagoing ship

Seagoing ship has the same meaning as in DFRT Determination No. 11 of 2013, *ADF allowances*, as amended.

See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.9, published at Chapter 4 Part 2 Part B Division B.9 section B.9.2, Definitions.

1.3.71 Seagoing submarine

Seagoing submarine has the same meaning as in DFRT Determination No. 11 of 2013, *ADF allowances*, as amended.

See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.9, published at Chapter 4 Part 2 Part B Division B.9 section B.9.2, Definitions.

1.3.72 Serious illness

Serious illness has the following meanings.

Item	For...	serious illness means an illness or injury that could...
1.	compassionate leave See: Chapter 5 Part 9 Division 2	endanger the person's life.
2.	Australians dangerously ill scheme See: Chapter 9 Part 3 Division 9 Chapter 17 Part 4	do any or all of the following. a. Endanger the person's life. b. Significantly disable the person. c. Materially affect the person's future life. Note: A serious illness can include a mental health condition.

1.3.73 Service residence

Service residence means residential accommodation provided by the Commonwealth. It does not include living-in accommodation.

See: Chapter 7 Part 6, Service residences

1.3.74 Short-term duty

1. Within Australia – short-term duty means a period of duty that the member's Service has directed to be for six months or less.
2. For duty overseas – see Chapter 12 Part 3 section 12.3.18, Short-term duty overseas.

1.3.75 Trainee

Trainee means a new entrant to the ADF who is on a trainee salary. This means a rate of salary under Schedule B.13 to DFRT Determination No. 2 of 2017, *Salaries*.

Note: This definition does not apply to existing members of the Permanent Forces who are undergoing a form of in-service training mentioned in Schedule B.13. These members are entitled to salary non-reduction under Chapter 3 Part 2 Division 2 section 3.2.25. They are defined as members undergoing recategorisation training.

See: Section 1.3.43, Member undergoing recategorisation training

1.3.76 Training commitment

Training commitment means an obligation for a member of the Reserves to render service for the purpose of undertaking training.

Note: The obligation is created under section 27 of the *Defence Regulation 2016*.

1.3.77 Travel card

Travel card means a charge card that the Department of Defence provides to a member. The member can use the card for any of these purposes, up to the specified monetary limits.

- a. To pay accommodation, meals and incidental costs directly on behalf of the Commonwealth.
- b. To get a cash advance to pay for accommodation if the travel card cannot be used to pay for the accommodation.
- c. To get a cash advance to pay for meals and incidentals.

Note: The travel card is a Diner's Club card. When the member pays for their Defence travel with the card, the cost is charged direct to the Commonwealth.

Example: A hotel does not accept the travel card as the method of payment for a member's accommodation. The member could use the card to withdraw cash at an ATM, pay for the accommodation and get a receipt for their stay.

See: Defence Travel Management site.

1.3.77A Unpaid leave

1. Unpaid leave means any of the following leave types.
 - a. Leave without pay.
 - b. Unpaid maternity leave.
 - c. Unpaid paternity leave.
2. ...

1.3.78 Very serious illness

Very serious illness means an illness or injury of such severity that life is imminently endangered.

1.3.79 Warlike service

Warlike service means service in the Defence Force of a kind determined as warlike service for the purposes of the *Veterans' Entitlements Act 1986*.

See: Section 5C of the *Veterans' Entitlements Act 1986*

Division 2: Dependants and categorisation

Subdivision 1: Household member definitions

1.3.80 Purpose

1. The Commonwealth provides benefits to assist a member's family with costs arising out of Service needs. Most benefits are provided only for family members who are also dependants living in the same household as the member.
2. The purpose of this Division is to identify the relationships that might give rise to eligibility for Defence benefits.

Exception: Not all of the people in a member's family group are included in dependant definitions. Those people excluded are not usually eligible for Defence benefit purposes.

3. The definitions, concepts and categorisations referred to in the following table apply to members and their dependants.

Item	Definition, concept or categorisation	Reference
1.	Describe different relationships between a member and other people. a. Child. b. Spouse. c. Partner. d. Couple. e. Non-Service spouse and non-Service partner.	Section 1.3.81 Section 1.3.92 Section 1.3.88 Section 1.3.82 Section 1.3.86
2.	Define the living arrangements that may make a person eligible for benefits from Defence. a. Normally lives with.	Section 1.3.87
3.	Define which people are a member's dependants for Defence benefit purposes. a. Dependants. b. Dependant with special needs. c. Dependants recognised by CDF.	Section 1.3.83 Section 1.3.84 Section 1.3.85
4.	Describe the category a member is in for Defence benefit purposes. a. Member without dependants. b. Member with dependants. c. Member with dependants (unaccompanied).	Section 1.3.94 Section 1.3.95 Section 1.3.96

4. Despite anything the member tells Defence, CDF may examine whether the member or a person in their family meets any of the definitions in this Part and make an assessment as to whether the member or other persons are eligible for benefits on that basis.

5. In addition to any statement and evidence provided by the member, the CDF may ask for further information if they consider it is necessary to do either of the following.
 - a. Verify the member's statement of relationship in any form that requires dependant information.
 - b. Recognise dependants for whom the member is applying for categorisation, or a change in category.

6. The member must provide accurate information and advise of any changes to family circumstances relevant to their eligibility for a category.

See: Part 5 section 1.5.2, Obligation to provide accurate information

7. A member's dependant may provide information in relation to a benefit Defence has provided. Defence may use this information to ensure that correct benefits are provided in relation to the member's service.
8. Recruiting staff and Commanding Officers are to ensure the applicant has access to forms that can be used to notify Defence about their family and dependants, including their primary emergency contact and their next of kin information.
 - a. The 'normally lives with' requirement set out in section 1.3.87 and 1.3.83.
 - b. The tests to be a CDF recognised dependant under section 1.3.85.

See:

Section 1.3.83, Dependants

Section 1.3.85, Dependants recognised by CDF

1.3.81 Child

1. Child includes the following persons under 21 years of age.
 - a. A child recognised for the purposes of Part 7 Division 1 Subdivision D of the *Family Law Act 1975*.

See: *Family Law Act 1975*

Examples:

- i. A child of the member.
- ii. A child of the member's spouse or partner.
- iii. An adopted child.

- b. A child with a permanent care order issued by a court order that places them in the member's care.

Note: A permanent care child is different to a child under a short-term foster care arrangement. A child on a short-term foster placement might live in the member's home with them but is not included as a dependant for the purpose of Defence benefits, unless they become a CDF recognised dependant.

Note: To be considered a dependant of the member for Defence benefit purposes, a child must also meet either or both of the following.

- a. The 'normally lives with' requirement set out in section 1.3.87 and 1.3.83.
- b. The tests to be a CDF recognised dependant under section 1.3.85.

See:

Section 1.3.83, ***Dependants***

Section 1.3.85, ***Dependants recognised by CDF***

- 2. The age limit in subsection 1 does not apply for a child who is an invalid or has a disability.

Note: Chapter 8 provides some benefits for tertiary students who do not meet this definition because they are too old for this special measure for children.

1.3.82 Couple

A ***couple*** means a member and their spouse or partner.

1.3.83 Dependants

- 1. Any of the following persons who normally lives with a member is taken to be the member's dependant for Defence benefit purposes.

See: Section 1.3.87, Normally lives with

- a. The member's spouse.

See: Section 1.3.92, Spouse

- b. The member's partner.

See: Section 1.3.88, Partner

- c. The child of a member, defined in section 1.3.81.

Note 1: The definition in section 1.3.81 is broad and inclusive.

Note 2: A ***child*** who does not normally live with the member may be a dependant recognised by CDF under section 1.3.85.

Exception: A child who remains in a losing location without other adult dependants of the member is taken not to be a dependant because the child has ceased to be part of the member's household.

Example: The member is posted and moves away from the losing location. The child moves in with their grandparents to continue with employment. The child has ceased to be part of the member's household.

- d. A child of a member, spouse or partner who meets both the following circumstances.

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- i. The child is absent from the member's home only because the child is in full-time education. This can be primary, secondary or undergraduate tertiary education.
 - ii. The child is under 21 years of age.
- e. An adult acting as a guardian or housekeeper, if the member has a dependent child and any of these other conditions are met.
 - i. The member has no spouse or partner.
 - ii. The member's spouse or partner is an invalid or has a disability.
 - iii. The member's spouse or partner is either a member serving at another posting location or a non-Service spouse or partner living away from the family home.
- 2. A person who is a dependant under section 1.3.84 or 1.3.85 is taken to normally live with the member, even if the ground on which they are recognised precludes their living with the member for a period.
- 3. A different definition of dependant is used for members on short-term duty overseas and members on overseas long-term postings.

Exception: Members on deployment rely on the same dependant definitions as members in Australia. The deployment is not considered an overseas posting.

See: Chapter 12 Part 3 section 12.3.5, Dependant

1.3.84 Dependant with special needs

- 1. In this section a decision maker means one of the following.
 - a. Director General Defence Community Organisation.
 - b. Director National Operations Defence Community Organisation.

2. A dependant with special needs is a person who meets both of the following conditions.
 - a. The decision maker has recognised the person for Defence benefit purposes under subsection 4.
 - b. The dependant has been assessed or recognised for the purpose of a condition, in accordance with the following table.

Item	Special needs condition	Person who must assess or recognise the condition	The dependant must meet these qualifying criteria
1.	Physical.	A specialist medical practitioner.	Not applicable.
2.	Intellectual.		
3.	Sensory.		
4.	Multiple impairments.		
5.	Medical condition, illness or disability.		
6.	Speech or language disorders.	Either of the following. a. A specialist medical practitioner. b. A paramedical practitioner. Example: A speech therapist.	
7.	Social, emotional or behavioural.	Either of the following. a. A specialist medical practitioner. b. A psychologist.	
8.	Specific learning difficulties.		
9.	Academically gifted or talented.	A psychologist with qualifications and experience in assessing children.	The child must achieve a score at or above the 95 th percentile on either of the following. a. Any individual or group IQ test. b. A subscale of an individual IQ test.

3. A member must do all of the following to have a dependant recognised as a dependant with special needs.
 - a. Apply using Form AC832.
 - b. Include copies of relevant supporting documents with the application.
 - c. Send the completed application to the Defence Community Organisation.

4. The decision maker will decide if the member's application for the recognition of a dependant with special needs is approved or not approved. A letter stating the decision will be forwarded to the following people.
 - a. The member.
 - b. The member's unit.
 - c. Defence Housing Australia.
 - d. The career managers of the member's Service.
5. Recognition under this section is valid until the circumstances on which the application was granted change. The member must advise the Defence Community Organisation in writing of any change that may affect eligibility.

1.3.85 Dependants recognised by CDF

1. The CDF may recognise a person as a dependant on the basis that the person has an interdependent relationship with a member. The CDF must have regard to the following factors.
 - a. Whether the person has a close personal relationship to the member. The CDF may consider any of the following circumstances, or any other relevant facts.
 - i. Whether the relationship is permanent. This can include any evidence to show that the parties intend the relationship to be permanent.

Example: A non-dependent child who is orphaned may be recognised as a dependant under this section while the member applies to adopt the child. Once the adoption is finalised, the child will fall under the ordinary definitions of 'child' and 'dependant' in this Division.
 - ii. Ownership, acquisition and use of property.
 - iii. The degree of mutual commitment to a shared life.
 - iv. The care and support of children.
 - v. The reputation and public aspects of the relationship.

Example: A statutory declaration that the relationship is one of interdependency.
 - vi. The degree of emotional support.
 - b. Whether the person lives with the member.
 - c. Whether the person is unable to live with the member because of an intellectual, physical or psychiatric disability.

Non-example: A member's parent has lived independently, not living with the member as a dependant and then moves into an aged care facility. The parent is not eligible to be recognised as the member's dependant, although the member may have power of attorney for the parent.

Example: A member's aged mother is recognised as a dependant. The member looks after his mother in the member's home. The mother moves permanently to an aged care facility. The mother remains the member's dependant.

See also: Section 1.3.84, Dependant with special needs

- d. Whether the member provides the person with substantial financial support.

Non-example: A member's parent who receives the aged pension, is in average health and is renting their own home is not a dependant.

- e. Whether one or each of them provides the other with interdependent support and personal care.

Examples:

1. A member's parent is of pensionable age and suffering from a disabling illness. They are dependant on the member to provide a home and care.
2. A person has medical conditions for which the member provides care. The person is able to show evidence from their doctor to support this.

2. The CDF may recognise a child as a dependant if the child is expected to live with the member at their posting location for less than 90 nights a year. The CDF must consider all the following criteria.
 - a. The arrangements for the child's contact or residence with the member.
 - b. The member's access to the child.
 - c. The distance and transport between the child's location and the member's location.
 - d. The nature and extent of the member's Service commitments.
 - e. Other factors that may be relevant to the relationship of the child and the member.
3. The CDF may recognise a member's live-in carer as a dependant for one or more of the benefits listed in the following table. The CDF must be satisfied that both the following circumstances apply.
 - a. The live-in carer is for the member.
 - b. The live-in carer is included on the member's rehabilitation plan.

Item	Benefit	Reference
1.	Removal	Chapter 6 Part 5
2.	Service residence	Chapter 7 Part 6
3.	Rent allowance	Chapter 7 Part 8

4. The recognition of a live-in carer as a dependant under subsection 3 stops when the member no longer needs the carer.

5. The CDF may recognise a person who does not normally live with the member as a dependant for Defence benefit purposes. Both the following conditions must be met.
- a. The person must be eligible to be recognised as a dependant had they normally lived with the member.

See: Section 1.3.83, Dependants

- b. It must be reasonable having regard to Service requirements.

Example 1: If a couple is not able to live together because of Service reasons, such as a requirement to live-in, the CDF may recognise the couple as dependants of each other for Defence benefit purposes.

See: Section 1.3.96, Member with dependants (unaccompanied)

Example 2: Two members form a couple and ask their career managers for a posting in the same location so that they can live together. Their Service cannot post them together for operational reasons. The CDF recognises one member as a member with dependants and that member maintains a family home. The other lives in as member with dependants (unaccompanied).

Non-example: Two members consider themselves a couple but have never sought to be posted together or to form a common household. Their separation is not for Service reasons. There is no evidence that they would normally live together if not for the posting. The CDF does not recognise the couple for benefit purposes and they remain categorised as members without dependants, with no access to housing benefits. They are, however, listed on the system as a couple for personal emergency contact and notification purposes.

6. The CDF must not recognise a person as a dependant under this section if satisfied that any of the following circumstances apply.
- a. The person's relationship with the member is one of mere convenience.

Examples:

1. A member's 22-year-old child who is unemployed lives with the member for reasons of convenience, not interdependency.
2. A person who acts as a housekeeper or guardian to a dependent child, when the member and spouse live together and are both working.
3. A member's parent is of pensionable age and looks after the member's children at the member's home but is otherwise able to live independently.

- b. There is alternative support, care or accommodation available to the person.

Example: A member looks after their grandchild while the child's mother is on holiday overseas. The child's father is working but does not want to pay for child care. The CDF determines that the child is not a dependant of the member since the child's parents remain responsible for the child's care and support.

Non-examples:

1. A member's grandchild has been orphaned. The member has assumed primary care of the child. The child has no other source of care or support. The CDF determines that the grandchild is a dependant of the member.
2. A member's son has become permanently incapacitated after a car accident. The member's son was the primary carer of his child. The member has assumed care of their grandchild because they are the child's closest relative and have applied for legal guardianship. The CDF determines that the child has no other source of care or support, and is a dependant of the member.

- c. The person is a resident child carer living with the member's family but is not otherwise a dependant of the member.

See: Chapter 7 Part 1 Division 3 section 7.1.14, for the definition of resident **child** carer

- 7. The following arrangements apply where a person is not recognised as a dependant under this Division.
 - a. The member may make their own arrangements for the person.
 - b. The Commonwealth does not provide any dependant benefits under this Determination in relation to that person, unless a specific provision allows a benefit to be given.

1.3.86 Non-Service spouse and non-Service partner

A non-Service spouse or non-Service partner is a member's spouse or partner who is not a member.

1.3.87 Normally lives with

- 1. To assess whether a person normally lives with a member as a dependant either of the following can be considered.
 - a. Nights the person has lived in a home with the member.
 - b. Nights the person is reasonably expected to live in a home with the member.

- 2. For a child, the total of paragraphs 1.a and 1.b must be at least 90 nights a year at the posting location.

Exception: The child is recognised as a dependant under subsection 1.3.85.2.

See: Section 1.3.85, Dependants recognised by CDF

Note: If a member is on a flexible service determination, the member's nonworking period does not affect the 90 night period when the child stays with the member in the posting location.

- 3. If a person ceases to normally live with a member and the person is no longer expected to live with the member for the purpose of subsection 1, the person ceases to be a dependant of the member under this Determination.

Exception: A spouse, de facto partner or a dependant recognised by CDF under section 1.3.85 or the decision maker under section 1.3.84, might be recognised as a dependant, despite a temporary separation. The rule in subsection 3 would not stop the person being recognised as dependant even during the period of the temporary separation.

Exception examples: Service partners who can't live together for Service reasons or a person who is unable to live with the member because they require institutional care.

1.3.88 Partner

Partner means a person who is in either of the following circumstances.

- a. A registered relationship prescribed by the law of a State or Territory.

Example: A civil partnership.

- b. A de facto relationship, in which the member and their partner live together on a genuine domestic basis.

1.3.89 Partner – de facto

1. A de facto partner is a member of a couple who live together on a genuine domestic basis, in accordance with section 2F of the *Acts Interpretation Act 1901*.

Note 1: A list of circumstances offering guidance as to whether a couple are living together on a genuine domestic basis can be found in sections 2D, 2E and 2F of the *Acts Interpretation Act 1901*. They may include any of the following circumstances, or other relevant facts.

- a. The duration of the relationship.
- b. The nature and extent of their common residence.
- c. Whether a sexual relationship exists.
- d. The degree of financial dependence or interdependence, and any arrangements for financial support, between them.
- e. The ownership, use and acquisition of their property.
- f. The degree of mutual commitment to a shared life.
- g. The care and support of children.
- h. The reputation and public aspects of the relationship.

Note 2: It is not necessary for a couple to show they meet every circumstance in order to be regarded as living together on a genuine domestic basis. No particular finding in relation to any circumstance is necessary in determining whether two persons have a relationship as a couple.

Note 3: Both the member and the partner are not related by family and both are over the age of consent applicable in the State or Territory in which they live.

2. A member may wish to access Defence benefits on the basis that they have a de facto partner. The member may apply for recognition by completing the relevant Defence form.
 - a. The member must state in their application the length of time they have lived together with their partner.
 - b. The member must attach at least one piece of evidence that demonstrates they are living with their partner on a genuine domestic basis.

Notes:

1. The 'preferred' piece of evidence is a document showing that the member and their partner live together in a home at the member's posting location. For example, a rental agreement or mortgage papers. This sort of evidence is preferred because it could also satisfy the 'normally lives with' test that must be satisfied for categorisation of the member, later in the process. However, evidence of any other relevant circumstances could be provided.

2. The member may choose to provide additional evidence to support their statement of relationship when submitting forms that require dependant information.

3. The member's statement on a form that they are in a de facto relationship is relied on to decide the level of benefits provided to the member and their partner. Any false or misleading statement in connection with a benefit may be investigated and may lead to disciplinary action.

3. To avoid doubt, an application may be approved in relation to a period immediately preceding the application date.

Note: Approval of a past period may require adjustment of allowances and benefits and this may result in recovery action, with the member or their partner having to repay benefits to Defence or other Commonwealth agencies.

4. The CDF must accept the member's statement unless it is reasonable to believe there is a need for more information.
5. The CDF may make any of the following decisions about the application.
- a. The CDF may recognise the couple relationship for Defence benefit purposes.
 - b. The CDF may request further information if they consider it is necessary to do either of the following.
 - i. Verify the member's statement of relationship on any form that requires information about dependants.
 - ii. Recognise dependants in relation to whom the member is applying for categorisation or to change a category.
 - c. The CDF may refuse to recognise the couple relationship for Defence benefit purposes. The CDF must provide reasons to the member.
6. To avoid doubt, where the CDF refuses to recognise the relationship for Defence benefit purposes, the member may not be categorised as a member with dependants on the basis of that relationship. This means they may not receive Defence benefits provided to people defined as dependants (under section 1.3.83) on the basis of that relationship.

Note 1: Even without a de facto partner, a member may still be categorised as a member with dependants on the basis that other dependants live with them, for example, the member's dependant parent, recognised under section 1.3.85.

Note 2: Although a person may not meet the requirements to establish a couple relationship, they may still seek recognition as a CDF-recognised dependant under section 1.3.85.

See: Section 1.3.85, Dependants recognised by CDF

7. In refusing to recognise a couple relationship for Defence benefit purposes, the CDF must not take into account any factors that are irrelevant to that decision.

Example: The member's rank or employment category, personal choices, religion.

8. Approval or refusal of an application based on whether or not the member meets the definition in this section is taken to be both of the following.

- a. A decision point which may be the subject of a complaint for redress.
- b. An exercise of discretion.

9. To avoid doubt, the CDF may decide that a member falls in or out of the definition of a couple relationship even if the member has not provided a statement in an application to show that they meet the definition of a de facto partner.

Example 1: A newly recruited member completes their initial paperwork incorrectly, so they are categorised as a member without dependants. Although not living with their partner during the initial training period, prior to joining the Service the member had been living with their partner on a genuine domestic basis for a number of years, having children together and shared bank accounts. The new recruit may not be able to provide recent evidence of the necessary factors to have dependency recognised. However, in keeping with administrative law principles and having regard to all the relevant factors, the CDF can use their discretion to recognise the couple as de facto partners for Defence benefit purposes.

Example 2: A member is unconscious. The member has made no application for recognition of a dependant. However, the member's partner approaches Defence for assistance. The partner is able to show that they have lived with the member for some years and family and friends recognise the member and their partner as a de facto couple.

10. The CDF may recognise a de facto relationship if the partners are temporarily separated due to one of the following reasons.
 - a. Service reasons.
 - b. The member or their partner has an illness or infirmity which prevents them from living together.
 - c. Unforeseen circumstances.

Example: The partner is caring for their parent in the parent's home for a few weeks while the parent recovers from surgery.

1.3.90 Partner – registered de facto

To avoid doubt, if a de facto relationship is recognised on a State or Territory register, then the member does not need to reapply for recognition if the couple move and continue to normally live together as a couple in a State or Territory other than the one in which they were registered.

1.3.91 Primary emergency contact

A member's primary emergency contact is an adult, usually in the member's family, who is nominated as the first contact if the member is assigned a casualty status that needs to be notified to the family.

See: Defence Instruction (General) 11-4, *Nominating and recording emergency contact and next of kin information in PMKeyS*

Note: This DI(G) contains a definition of 'next of kin' for the purpose of recording relatives on the Defence personnel system. It works differently to the family definitions in this Determination, such as 'nominated family' for leave travel and for funeral benefits, where the next of kin is a dependant or other person the member has nominated.

1.3.92 Spouse

Spouse, for a member, means a person who is married to the member in accordance with the *Marriage Act 1961*.

Note: To be considered a dependant of the member for Defence benefit purposes, a spouse must also meet the tests in sections 1.3.83 or 1.3.85. They might need to provide evidence that they live in a home together for the 'normally lives with' test.

See:

Section 1.3.83, Dependants

Section 1.3.85, Dependants recognised by CDF

Subdivision 2: Categorisation of a member for benefit purposes

1.3.93 Applying for Defence-provided benefits

1. A member's category is a precondition of their eligibility for Defence-provided benefits. The member must be assessed as meeting the conditions for one of the following categories.
 - a. Member without dependants under section 1.3.94.
 - b. A member with dependants under section 1.3.95.
 - c. A member with dependants (unaccompanied) under section 1.3.96.

Note: This assessment is a decision point even though it may also be used to verify the facts. It helps make sure that the member and any dependants get the special benefits that are available to assist them.

2. The member may state in an application for categorisation or for benefits that they meet the conditions for one of the categories described in subsection 1.
3. The member must provide evidence to support an application for categorisation or a change of category.

Note: A member must advise about changes to family circumstances relevant to their eligibility for a category under this Division in accordance with section 1.5.3. This advice must be in writing.

See: Part 5
Section 1.5.3, Change in member's circumstances
Section 1.5.4, Overpayment

4. If no application has been made by the member or if the CDF is satisfied that there has been a change in the member's circumstances, CDF may take any of the following decisions. The CDF must notify the member of the decision.
 - a. A decision that the member is described by one of the categories listed in subsection 1.
 - b. A decision about whether the conditions for recognition of a dependant are satisfied.
 - c. Any relevant decision about eligibility for benefits for the member or dependant.

Notes:

1. Sections 137.1 and 137.2 of the *Criminal Code* create offences for providing false or misleading information or documents.
2. Section 56 of the *Defence Force Discipline Act 1982* creates a military disciplinary offence for a false statement made in an application for a benefit.

Example: The member moves in with a new partner and forms a de facto relationship, but does not apply for recognition. The CDF recognises that the member's previous relationship has ceased and a new de facto relationship has begun. The member's eligibility for housing benefits is reassessed based on the member's new living arrangements.

5. Until 30 June 2016 a member may choose to make an application to have a de facto partner recognised as a dependant for the purposes of section 1.3.89 of this Determination, or using the process set out in the Defence Instruction (General) Personnel 53-1, Recognition of interdependent partnerships, as in force on 6 April 2017.

Related Information: Defence Instruction (General) Personnel 53-1, *Recognition of interdependent partnerships*

Note: This means that for the period commencing on 30 March 2016 and ending 30 June 2016 a member can choose to have a de facto relationship recognised through either the Defence Instruction (General) Personnel 53-1, Recognition of interdependent partnerships or in accordance with section 1.3.88 or 89, as relevant.

6. The CDF may determine the form that is to be used by a person to apply for categorisation or recognition of a relationship for the purpose of eligibility for Defence-provided benefits.

1.3.94 Member without dependants

A member without dependants is a member who does not meet conditions for either of the following categories.

- a. A member with dependants under section 1.3.95.
- b. A member with dependants (unaccompanied) under section 1.3.96.

Examples:

1. The member has no ADF-recognised dependants.
2. The member does not intend to ever live in the same house as their family and so the family is not recognised as dependants for Defence benefit purposes.

1.3.95 Member with dependants

1. A member with dependants means a member who normally lives with at least one dependant. This is usually in a home at the posting location.
2. To avoid doubt, a member of a dual-serving couple remains a member with dependants if their partner is categorised member with dependants (unaccompanied) and so is only temporarily not living with the member.

Example: A member couple live together in Darwin. One of the members is posted to Melbourne. That member becomes a member with dependants (unaccompanied). The member in Darwin lives alone until the other member returns from the post, but is still eligible to be a member with dependants.

3. A member who has a dependant recognised under subsection 1.3.85.5 is categorised as a member with dependants until the circumstances on which the dependant was recognised change.

Example: A Service couple are unable to form a common household as a de facto couple because they have not been granted the posting to adjacent locations that they requested. They are recognised as dependants for the period of the posting. However, the couple separate after eight months. From that point on, the interdependency relationship ceases and the two members are no longer recognised as members with dependants.

See: Section 1.3.85, Dependants recognised by CDF

4. A member with dependants (unaccompanied) is a subset of the category member with dependants.
5. A member must not apply for member with dependants or member with dependants (unaccompanied) categorisation for a spouse or partner if they already receive Defence benefits or entitlements for another spouse or partner.

Example: A member is married but separated from their spouse. The member's spouse ceases to be a recognised dependant for Defence benefit purposes when the member no longer normally lives with them. The member currently lives with another person. The member must take steps to amend their details to cease benefits for their former spouse and have their new partner recognised for benefit purposes.

1.3.96 Member with dependants (unaccompanied)

1. A member with dependants (unaccompanied) is a member who meets the conditions set out for that category in Chapter 8 Part 3 Division 1, Becoming a member with dependants (unaccompanied).

See: Chapter 8 Part 3 Division 1, Becoming a member with dependants (unaccompanied)

2. The purpose of the member with dependants (unaccompanied) category is described in section 8.3.4.

See: Chapter 8 Part 3 Division 1 section 8.3.4, Purpose of member with dependants (unaccompanied) category

3. The package provided to a member with dependants (unaccompanied) and their dependants may recognise the additional costs of maintaining dependants in two locations. It may include benefits such as the following.
 - a. Fully-subsidised accommodation for the member at the member's duty location.
 - b. Reunion travel, food, utilities, and separation allowances.
 - c. Partly-subsidised accommodation for the dependants.
 - d. Removal at Commonwealth expense.

See: Chapter 8 Part 3 Division 1 section 8.3.6, Member who may be classified as a member with dependants (unaccompanied)

Part 4: Equivalent rank and classifications

1.4.1 Overview

1. In Chapters 1 to 17, a reference to a rank is a reference to an Army rank. It includes a reference to the equivalent rank in the Navy and Air Force. This is unless it is made clear otherwise.

Note: This is consistent with long-standing Defence practice whereby Army ranks are used, often followed by the letter (E) for Equivalent rank. To simplify and save space, the text does not include the (E) symbol. Where there is a reference to the three Services, the normal order is followed – Navy, Army, Air Force.

2. Equivalent rank means the corresponding rank set out under Schedule 1 of the *Defence Act 1903*.

1.4.2 Chaplain classification for benefit purposes

A Chaplain's classification is used to work out their conditions of service benefits, as listed in the following table.

Item	If a Chaplain's classification is...	then they are eligible for the same conditions of service benefits as a...
1.	Division 1	Captain.
2.	Division 2	Major.
3.	Division 3	Lieutenant Colonel.
4.	Division 4	Colonel.
5.	Division 5	Brigadier.

Part 5: Member's rights and obligations

1.5.1 Purpose

A member must meet certain obligations when they have an entitlement or benefit. This Part sets out those obligations.

1.5.2 Obligation to provide accurate information

1. A member must provide accurate information in their application.
2. Defence may take into account information that a member's dependant provides, to ensure that correct benefits are provided in relation to the member's service.

Related Information: Part 3 Division 2 section 1.3.80, Purpose

3. If a member has claimed a benefit, the CDF may from time to time ask the member to provide information about their relationships and living arrangements.
 - a. This information is used to verify the relationships or living arrangements that affect eligibility.
 - b. It may also be used to decide which category a member is in and what benefits they and any dependants are eligible for.

Examples: Marriage or registration certificate, birth certificates, life insurance policy that names dependants, household bills, statutory declarations.

4. Giving false or misleading information is a serious offence.

Notes:

1. Sections 137.1 and 137.2 of the *Criminal Code* create offences for providing false or misleading information or documents. The *Criminal Code* is a Schedule to the *Criminal Code Act 1995*.
2. Section 56 of the *Defence Force Discipline Act 1982* creates a military disciplinary offence for a false statement made in an application for a benefit.

1.5.3 Change in member's circumstances

1. This section applies if a member or their dependants meet both these conditions.
 - a. They have qualified for a benefit.
 - b. The circumstances on which they qualified for the benefit change.

Examples: A child leaves home, a new baby is born, a couple relationship ends.

2. A person who applies for a benefit under this Determination is responsible for informing themselves about the entitlement they are claiming.

3. The member must notify their Commanding Officer in writing about the change within 14 days after it happens.

Exception: The CDF may accept a notice provided by the member on a later date if satisfied that the delay is reasonable.

Note: This requirement helps the **Commonwealth** prevent overpayments being made. If a member does not advise about changes, they may receive payments they are not entitled to, which would need to be repaid.

4. The member must also provide a written notice of the change to the administrator of their type of housing assistance, within 14 days after it happens, as relevant.
 - a. For living-in accommodation – Commanding Officer, Officer Commanding or Executive Officer not below MAJ(E) at the base where the member is required to live in.
 - b. For a Service Residence – Defence Housing Australia.
 - c. For rent allowance – Defence Housing Australia.
5. A member must fill in and provide the relevant form to their Commanding Officer as soon as practicable after any of these events

- a. The number of dependants the member has changes.

Example: The member's de facto relationship is recognised under section 1.3.89, Partner – de facto.

- b. The member is notified of a change of posting location and it is reasonable to expect that the new posting location may result in the member's eligibility for one of the following categories also changing.

- i. Member with dependants.

See: Part 3 Division 2 section 1.3.95, Member with dependants

- ii. Member with dependants (unaccompanied).

See:

Part 3 Division 2 section 1.3.96, Member with dependants (unaccompanied)
Chapter 8 Part 3 Division 1, Becoming a member with dependants (unaccompanied)

- iii. **Member without dependants.**

See: Part 3 Division 2 section 1.3.94, Member without dependants

1.5.4 Overpayment

1. This section applies if a person has been paid more than the amount they are eligible for.
2. The person must repay to the Commonwealth the difference between their benefit entitlement and the amount they were paid.

Example: A member is paid vehicle allowance in advance of travel. They do not travel, or they travel less than they expected to. They must repay all or part of the allowance, whichever applies.

Exception: Where tax has been deducted from an amount overpaid and the amount was paid in a previous financial year.

1.5.4A Contributions and payments payable by a member not receiving salary

1. This section applies to a member not receiving salary for either of the following reasons.
 - a. The member meets a condition under section A.1.4 of DFRT Determination No. 2 of 2017, *Salaries*.
 - b. The member is on a nonworking period under the member's flexible service determination.
2. Any unpaid contributions or payments are a debt to the Commonwealth. The Commonwealth may recover any unpaid contributions or payments.

Note: The Accountable Authority Instructions issued under Section 20A of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) provide guidance and relevant procedures relating to debt management to ensure officials can meet their obligations under the PGPA Act.

1.5.5 Recovery by the Commonwealth

1. This section applies if a member must repay an overpayment of salary or allowances to the Commonwealth.
2. The Commonwealth may recover the overpaid amount from the salary and allowances that the member has been – or may be – paid. The Commonwealth still has the right to recover the overpaid amount by other means.

Note: The *Public Governance, Performance and Accountability Act 2013* recovery processes are usually used to do this.

1.5.6 Decision-makers to avoid conflict of interest

1. This section applies if a member would get a personal benefit from a decision they are authorised to make.
2. The member must refer the decision to another decision-maker at or above their rank or classification.

1.5.7 Member to provide evidence of payment

1. This section applies to a member who is eligible for the reimbursement of a payment they made.
2. The member must provide either of the following as evidence that they made the payment.
 - a. Written evidence, including any original receipts.
 - b. A statutory declaration if written evidence is not available.
3. The member must provide the items when they lodge their claim for reimbursement or as soon as practical after that time.

Note: A person who knowingly makes a false statement in a statutory declaration under the *Statutory Declarations Act 1959*, as amended, is guilty of an offence under section 11 of that Act. They could go to prison for four years.

Part 6: Payment of benefits in special circumstances

1.6.1 Dual entitlement – member's adult dependant is also a member

1. This section applies if both these conditions are met.
 - a. A member's adult dependant is also a member.
 - b. Both members have any of the benefits in this table for the same period.

Item	Benefit	Reference
1.	Disturbance allowance	Chapter 6 Part 1 Division 1
2.	Reimbursement for childcare on removal	Chapter 6 Part 1 Division 2
3.	Assistance or reimbursement for home purchase or sale	Chapter 7 Part 3
4.	Reimbursement for loss on sale of furniture and effects	Chapter 6 Part 2 section 6.2.2
5.	Reimbursement for loss on sale of a vehicle	Chapter 6 Part 2 section 6.2.4
6.	Reimbursement for cost of insurance on removal of urgently needed household items	Chapter 6 Part 5 section 6.5.12A
7.	Reimbursement for education costs for a child	Chapter 8 Part 4
8.	Reimbursement in place of a child's scholarship	Chapter 8 Part 4 Division 3

2. This table sets out how the benefit is provided.

Item	If the members...	then the benefit is provided to the member who...
1.	jointly nominate one of them to receive the benefit	is nominated.
2.	do not jointly nominate one of them to receive the benefit, and they:	—
	a. hold different ranks	has the higher rank
	b. hold the same rank	has the greater seniority in the rank.

3. A member may have a benefit listed in subsection 1 while their adult dependant has a similar benefit that is not under Chapters 1 to 11. In this case, the listed benefit is reduced by the amount of the similar benefit.
 - a. Indemnity for loss or damage arising from removal within Australia.
See: Chapter 6 Part 4, Compensation for loss or damage to items stored or removed
 - b. Trainee's dependant allowance.
See: Chapter 4 Part 8 Division 1

4. **WARNING:** This section does not apply in relation to **housing assistance**. Special rules apply to **dual entitlement** for the following housing benefits – see Chapter 7.

Item	Benefit	Reference
1.	Temporary accommodation allowance	Chapter 7 Part 5 Division 5 section 7.5.30
2.	Contribution for Service residence	Chapter 7 Part 6 Division 9 section 7.6.54
3.	Rent allowance	Chapter 7 Part 8 Division 4 section 7.8.24

5. **WARNING:** This section does not apply in relation to **overseas conditions of service**. Special rules apply to **dual entitlement** for the following overseas allowances and other conditions – see Chapters 14 to 16.

Item	Benefit	Reference
1.	Overseas removals and related entitlements	Chapter 14 Part 3
2.	Settling in and settling out overseas – meal costs	Chapter 14 Part 5
3.	Overseas living allowances – member posted before 1 July 2017	Chapter 15 Part 2
3A.	Overseas living allowances – member posted on or after 1 July 2017	Chapter 15 Part 2A
4.	Hardship allowance – member posted before 1 July 2017	Chapter 16 Part 2
4A.	Location allowance – member posted on or after 1 July 2017	Chapter 16 Part 2A
5.	Assisted leave travel	Chapter 16 Part 4

See: Chapter 12 Part 3

Section 12.3.9A, Member posted before 1 July 2017

Section 12.3.9B, Member posted on or after 1 July 2017

1.6.1A Payment of contributions by another person

1. This section applies to a member not receiving salary for either of the following reasons.
 - a. The member meets a condition under section A.1.4 of DFRT Determination No. 2 of 2017, *Salaries*.
 - b. The member is on a flexible service determination — during their nonworking period.
2. The member may nominate, in writing, an adult dependant to pay contributions owed by the member if all of the following conditions are met.
 - a. The dependant is also a member.
 - b. The dependant has consented in writing to make the contributions on the member's behalf.

Notes:

1. The dependant may revoke consent at any time.
2. Contributions are to be paid through the Department of Defence pay system.
3. If the contribution is not paid by the dependant, the contribution may be recovered from the member as a debt owed to the Commonwealth.

1.6.2 Payment of benefit to another person

1. A member may seek to have their benefit paid to their adult dependant or another person. These conditions apply.
 - a. The member must nominate in writing the person to receive the payment on their behalf.
 - b. The other person must consent to the disclosure of their personal or financial information, and to receiving the payment.
 - c. The member must provide the alternative payment details.

Example: A member who is deployed has to pay rent at home. They may choose to have their rent allowance paid to their adult dependant, who will arrange the rent payments on their behalf.

2. Alternatively, the benefit will be paid as specifically provided for under another Chapter.

1.6.3 Payment of amount to a person under legal disability

1. This section applies if an amount is payable to a person who has a legal disability.

Examples: A child under 18 years old. A member who is seriously injured and unable to act on their own behalf.

2. The amount may be paid to a trustee appointed by the CDF to act on behalf of the person. The CDF must consider any instructions the member gave before the legal disability began.
3. Both these conditions apply to an amount paid to a trustee under subsection 2.
 - a. The trustee will hold it on trust for the benefit of the person in accordance with any directions of the CDF.
 - b. It is taken to have been paid to the person.

1.6.4 Payment of amounts on death of a member

1. An amount payable to a member on their death may be paid to either of these parties.
 - a. The member's dependants.
 - b. The member's legal personal representative, if both these conditions are met.
 - i. The member has no dependant.
 - ii. The CDF considers it appropriate.

2. The amount may be payable to more than one dependant. In this case, the CDF must consider the losses each dependant suffers through the loss of the member's earnings.
3. A payment should be made under subsection 1 within 12 months after the member's death. If it is not, the amount must be paid to the member's legal personal representative.
4. If no-one is eligible for a payable amount, no payment will be authorised.

1.6.5 Effect of death on eligibility for salary and allowances

1. For the purpose of payment of salary or allowances, a member is taken to have ceased continuous full-time service when the member is in either of the following situations.
 - a. The member has died.
 - b. The member is missing and presumed dead.

Exception: If the member is later found alive, the period for which the member was missing is taken not to break their service.

Example: A member was deployed on overseas service on 31 August 2010.

The member was reported missing, presumed dead, on 30 June 2011 but was later found alive on 30 April 2012.

For the 10 months when the member was missing, presumed dead (30 June 2011 – 30 April 2012), they would not normally be entitled to payment of salary as their continuous full-time service was taken to have ceased. But because the member was later found, they were considered to be on continuous full-time service for that period and therefore entitled to salary.

2. If a certificate of death has not been provided to state a date of death or presumed death for a member under a relevant Commonwealth, State or Territory law, then for the purpose of the benefits provided under this Determination, the CDF, a Service Chief or the Director-General Defence Community Organisation may determine that a member died on a particular date.

See: Chapter 11 Part 3, Payment of financial benefits on death

Chapter 2: ADF career

2.0.1 Overview

This Chapter contains legislation and guidelines for members who join or leave the ADF.

2.0.2 Contents

This Chapter includes the following Parts.

Part 1 Joining the ADF

Part 1A ...

Part 2 Leaving the ADF: Career Transition Assistance Scheme

Part 3 Leaving the ADF: Redundancy and gratuities

Part 1: Joining the ADF

2.1.1 Overview

This Part contains benefits and guidelines for members joining the ADF.

2.1.2 Contents

This Part includes the following Divisions.

Division 1	Benefits for applicants
Division 2	Information for new recruits
Division 3	Superannuation

Division 1: Benefits for applicants

2.1.3 Purpose

A person who has applied to join the ADF may be eligible for assistance with travel costs, allowances and accommodation costs.

2.1.4 Travel, accommodation and meal benefits – certain country applicants

1. This section applies to a person who is not a member of the ADF and who has applied to join the ADF. They may have travel, accommodation and meal benefits, if they meet all these conditions.
 - a. They are required to have an examination or interview to see if they are suitable to join the ADF.
 - b. They go to a recruiting centre to be examined or interviewed.
 - c. They live at a location not served by the transport system of the city or town where the recruiting centre is located.
2. The applicant is eligible for an allowance if they pay for their travel between their normal place of residence and the recruiting centre. The amount of the allowance depends on their means of travel, as set out in this table.

Item	If the applicant travels by...	then they are eligible for...
1.	private vehicle	the amount they would be eligible for if: <ol style="list-style-type: none">a. they were a member at the rank for which they are applying for appointment or enlistment, andb. their travel was authorised travel on duty. See: Chapter 9 Part 6 Division 2 for the relevant benefits.
2.	public transport	the lesser of these two amounts: <ol style="list-style-type: none">a. What the Commonwealth would pay for fares if they were a member at the rank for which they are applying for appointment or enlistment.b. What they actually pay for fares.

3. The applicant is eligible for an allowance for accommodation and meals if they meet both these conditions.
 - a. They travel between their normal place of residence and the recruiting centre for a period that extends overnight.
 - b. Their meals and accommodation are not provided at Commonwealth expense.
4. The allowance is the lowest of these amounts.
 - a. What the Commonwealth would have paid if it provided accommodation and meals.
 - b. What the applicant paid for accommodation and meals.

- c. What the applicant would be eligible for if they were a member at the rank for which they are applying for appointment or enlistment.

See: Chapter 9 Part 5, Payment of travel costs for the relevant benefits

Note: If the applicant's travel period does not extend overnight, the meal allowance rates under section 4.5.8 apply.

See: Chapter 4 Part 5, Meal allowances

2.1.5 Prepaid fares

1. A country applicant who travels to or from a recruiting centre is eligible to either a prepaid fare or an allowance under section 2.1.4.
2. The applicant must repay to the Commonwealth any prepaid amount they do not spend. This includes if the journey is cancelled.

2.1.6 Baggage

Persons eligible for travel under this Division are not eligible for any Commonwealth assistance for excess baggage.

2.1.7 Loss of wages or salary

1. This section applies to a person who is not a member of the ADF and who has applied to join the ADF. They may be compensated for loss of wages or salary if they meet all these conditions.
 - a. They are employed.
 - b. They are required to have an examination or interview to see if they are suitable to join the ADF.
 - c. They attend a recruiting centre to be examined or interviewed.
 - d. They lose salary or wages because of that attendance.
2. The applicant is eligible for the lesser of these two amounts.
 - a. The wages or salary they would have earned during the period they are reasonably required to be absent from the employment because of the attendance. This does not include any payment for overtime.
 - b. The salary that would be payable for that period to a normal entry recruit during basic training.
3. The applicant is not eligible if they have not disclosed in their application a significant fact that makes them ineligible to join the ADF.

Division 2: Information for new recruits

This Division is reserved for publication in the *ADF Pay and Conditions Manual* of an administrative summary of conditions of service arrangements for new recruits to the ADF.

Division 3: Superannuation

This Division is reserved for publication in the *ADF Pay and Conditions Manual* of an administrative summary of ADF superannuation.

Part 1A: ...

Part 2: Leaving the ADF: Career Transition Assistance Scheme

2.2.1 Overview

1. This Part contains information on the Career Transition Assistance Scheme. The Scheme assists members with career transition when they separate from the ADF after continuous full-time service.
2. Effective career transition is a shared responsibility. It is mainly up to the member to start preparing well before their intended date of separation.

2.2.2 Member this Part applies to

The Career Transition Assistance Scheme is available to all members of the Permanent Forces and members of the Reserves who have been on continuous full-time service.

See: Division 2, Eligibility and levels of assistance

2.2.3 Definitions

This table outlines the definition used in this Part.

Term	Special meaning in this Part
Qualifying service	Service in Australia, overseas or on attachment or exchange with the armed forces of another country, by a member of the Permanent Forces or a member of the Reserves on continuous full-time service.

2.2.4 Contents

This Part includes the following Divisions.

Division 1	About the Career Transition Assistance Scheme
Division 2	Eligibility and levels of assistance
Division 3	ADF transition seminars
Division 4	Approved absence for career transition activities
Division 5	Career transition training
Division 6	Career transition management coaching
Division 7	Curriculum vitae coaching
Division 8	Financial counselling

Division 1: About the Career Transition Assistance Scheme

2.2.5 Introduction

1. The ADF has an obligation to assist members with career transition when they leave the ADF after qualifying service, whether voluntarily or involuntarily. The Career Transition Assistance Scheme provides phased benefits, tools and services in support of this obligation.
2. These are the objectives of the Career Transition Assistance Scheme.
 - a. To support the career transition of members from Service to suitable civilian employment, with the minimum involuntary break in continuity of employment.
 - b. To enhance the ability of members to competitively market themselves for suitable civilian employment.
 - c. To enhance and make the best use of members' existing skills gained from ADF service.
3. The Career Transition Assistance Scheme should be accessed during the last 12 months of service, or up to 12 months after termination. This aims to ensure knowledge and skills acquired through the scheme are current at the time of career transition.

2.2.6 Assistance components

Assistance is divided into seven components. These are described in the Divisions listed in this table.

Item	Assistance type	For details, see...
1.	ADF transition seminars	Division 3
2.	Approved absence for career transition activities	Division 4
3.	Career transition training	Division 5
4.	Career transition management coaching	Division 6
5.	Curriculum vitae coaching	Division 7
6.	Financial counselling	Division 8

2.2.7 Medical and dental officer refresher training

Medical or dental officers seeking refresher training should refer to Chapter 4 Part 8 Division 3, Former medical or dental officer – refresher training.

2.2.8 Assistance under the Defence Assisted Study Scheme

1. Sponsorship for career transition-oriented courses is available under Level 3 of the Defence Assisted Study Scheme (DASS), subject to available funding.
2. Defence Assisted Study Scheme applicants are required to substantiate their intention to leave the ADF within a realistic timeframe.
3. Career Transition Assistance Level 1 members are eligible to apply for the Defence Assisted Study Scheme while they continue to serve. For Career Transition Assistance Level 2 and 3 members, eligibility to apply for the Defence Assisted Study Scheme ceases once eligibility for training under the Career Transition Assistance Scheme is established.

Division 2: Eligibility and levels of assistance

2.2.9 Eligibility for assistance

1. To be eligible for the scheme, the member must provide proof of their intention to separate from the ADF within 12 months. Proof must be one of the following.
 - a. A termination authority.
 - b. Confirmation from the ADF Transition Centre that the member's application for termination has been received and forwarded to the appropriate approving authority.
2. Level of assistance is determined by both these factors.
 - a. The total period of qualifying service at the date of termination.
 - b. The type of termination.
3. Qualifying service for the Career Transition Assistance Scheme may be an aggregate of periods of service. This may be in one or more Services of the ADF. There may be a break between periods of service.

Note: Reserve service or service as a member of the armed forces of another country does not count toward qualifying service for the Career Transition Assistance Scheme.

4. This table outlines eligibility for levels of assistance.

Item	If the member has completed...	then the assistance level is...
1.	less than 12 years' service	Level 1.
2.	12 but less than 18 years' service	Level 2.
3.	18 or more years of service, or one of the following applies. <ol style="list-style-type: none">a. The member's service has been terminated because the member is medically unfit.b. The member's service has been terminated because the member cannot usefully serve because of redundancy.c. The member has received a special benefit payment under Part 3 Division 3.d. The member ceases service on or after reaching their retirement age.	Level 3.

2.2.10 Restrictions on assistance

A member whose assistance level is 2 or 3 may be provided assistance for either of the following benefits.

- a. Career transition training.
- b. Career transition management coaching.

Exception: The member may be provided with assistance for both benefits if either of the following applies.

- a. The member's service has been terminated because the member is medically unfit.
- b. The member has received a special benefit payment under Part 3 Division 3.

2.2.11 Other eligibility conditions

Career Transition Assistance Scheme benefits must be accessed and completed within 12 months of termination.

Exception: For members whose service is terminated for medical reasons, the Executive Officer, Career Transition Assistance may authorise an extension.

2.2.12 Members not eligible for assistance

A member is not eligible for assistance under the scheme in these situations.

- a. If a member's service is terminated for disciplinary or adverse administrative reasons.
- b. If the termination was because of a medical condition that (in the opinion of the CDF) arose from any of these causes.
 - i. Intentional self-harm.
 - ii. Due to serious or wilful misconduct, alcohol or drugs.
 - iii. Unreasonable exposure to an abnormal risk of injury.
 - iv. A pre-existing medical condition that was known but not disclosed, on enlistment.

2.2.13 Preservation or partial use of benefits

1. If a Career Transition Assistance Level 2 or 3 member does not use a benefit under the Career Transition Assistance Scheme before termination, the member's benefit is automatically preserved for up to 12 months after termination.
2. Members must apply for and complete any career transition assistance activity within the 12-month preservation period. The cost of Career Transition Assistance Scheme provisions will be paid once approval has been granted.

Note: There is no eligibility for travel, accommodation and associated costs after termination.

3. In certain cases, a member may access some Career Transition Assistance Scheme provisions and later receive approval to withdraw their application for termination. In these cases, the member is eligible to access unused provisions when reapplying for termination.
4. Further qualifying service may make a member eligible for a higher level of assistance.
5. There is no payment for unused Career Transition Assistance Scheme benefits.

2.2.14 Members who transfer to the Reserves

1. ADF members who transfer to an active element of the Reserves, and whose major form of post-separation **employment** is from Reserve service, are not considered to have transitioned into the civilian workforce.
2. For these members, Career Transition Assistance Scheme provisions are preserved while Reserve service remains the major form of employment. On ceasing Reserve service, benefits are automatically preserved for 12 months from the last day of service.

Note: The preserved benefit does not include the approved absence component.

2.2.15 Compensation cover

1. Members undertaking activities approved under the Career Transition Assistance Scheme before termination, may be covered for compensation under the Military Rehabilitation and Compensation Scheme.

See: Chapter 11, ADF-related compensation

2. Members are not to accept any form of remuneration from an organisation/employer for periods of on-job experience/training. Such remuneration may jeopardise any claim for compensation relating to those activities.
3. Members who access career transition assistance after termination may be covered for compensation by the Military Rehabilitation and Compensation Scheme, if the arrangements are approved under the Career Transition Assistance Scheme.

2.2.16 Travel and accommodation for Scheme activities

1. Travel costs to attend approved Career Transition Assistance Scheme activities will not be paid for members at Levels 1 and 2.
2. There is limited scope for travel for Level 3 members. The member must justify why they cannot undertake the career transition training in their current or termination location.
3. Normally, Career Transition Assistance Scheme activities are to be undertaken within one location. In cases where members justify travel, travel at Commonwealth expense will be approved for only one trip to and from one nominated location.
4. In cases where members cannot undertake approved Career Transition Assistance Scheme activities in their current or termination location, they must submit an itinerary and undertake the activities in a location where Service accommodation is available. If Service accommodation is not available, the member must justify why a location without Service accommodation must be used.
5. Any Career Transition Assistance Level 3 member who is required to be absent from their normal place of duty or residence for 10 hours or more may be eligible for part-day travelling allowance to attend approved career transition training.

Note: The absence includes time for travel and the approved activity.

2.2.17 Special consideration

If the Resettlement Officer believes a member's circumstances warrant special consideration, the case may be considered by the Executive Officer, Career Transition Assistance.

Division 3: ADF transition seminars

2.2.18 About ADF transition seminars

1. Career transition information and advice are provided at ADF transition seminars. These are held periodically in Australian capital cities and some regional centres. The seminars are designed to aid members in their transition to civilian life, by providing an awareness of various matters requiring consideration before service is terminated.
2. Members are responsible for planning and initiating transition action at a suitable period before termination. Attendance at seminars assists this planning process. Members may apply at any time during their careers, and may attend several seminars.
3. Every effort will be made to ensure all nominating members can attend. If there is not enough space, priority is given to members who have applied for termination, regardless of their length of service.
4. Normally, members attend seminars in their current posting location. If members are posted to a location where seminars are not conducted, they are eligible to apply to attend a seminar at the closest location to their unit.
5. Members who are unable to attend a local seminar for Service reasons may apply for a seminar outside their posting location. Any travel outside the posting location is limited to the nearest seminar location. Travel costs are a unit responsibility. They are payable only to members who meet all these conditions.
 - a. The member has applied to terminate their service.
 - b. The member is Career Transition Assistance Level 3.
 - c. The member has not previously received travel costs to attend a seminar.
6. Travel costs paid to a member under subsection 5 are worked out in accordance with the following.
 - a. For a member who uses accommodation supplied through the Commonwealth's contracted service provider, travel costs and accommodation in accordance with Chapter 9 Part 5 Division 2. Contracted service provider has the meaning given in section 9.0.3, Definitions.

See: Chapter 9
Part 5 Division 2, Travel on Defence business using the travel card
Section 9.0.3, Definitions
 - b. For a member who uses commercial accommodation but who does not meet the requirements of paragraph a, travel costs are paid up to the limits set for the location in Annex 9.5.A.

See: Annex 9.5.A, Amounts for accommodation, meals and incidentals
7. Members who are on duty or on leave in another seminar location when a seminar is scheduled may be approved to attend the seminar on duty. In this case, Defence will not pay travel costs for the member to attend.
8. The member's personal Career Transition Assistance Scheme file must be updated when travel costs are paid. This is to prevent further payment of travel costs.

9. Members serving overseas are not permitted to attend a seminar until they return to Australia. Members whose service is being terminated for disciplinary or adverse administrative reasons are not eligible to attend a seminar.
10. The Regional Transition Committee may approve attendance by the member's spouse or partner at nominated sessions if both these conditions are met.
 - a. Space is available.
 - b. There is no cost to the Commonwealth.

Division 4: Approved absence for career transition activities

2.2.19 Benefit

1. Approved absence for career transition activities is subject to the supervisor's agreement. Approved absence may be used for any of these activities.
 - a. Attendance at appointments with employment agencies for professional employment advice.
 - b. Interviews with prospective employers.
 - c. Attendance at career transition training or career transition management coaching approved for Career Transition Assistance Level 2 or 3 members.

See: Division 2 section 2.2.10, Assistance summary, Note 1
 - d. Attendance at formal training courses approved under the Defence Assisted Study Scheme Level 3.

Note: This is for Career Transition Assistance Level 1 members only.
 - e. Attendance at on-the-job experience approved under the Career Transition Assistance Scheme. On-the-job experience is work experience which the member undertakes full-time. It must be relevant to the employment they intend to seek after termination.
2. The member must provide proof of their intention to separate.

See: Division 2 section 2.2.9, Eligibility for assistance
3. If an eligible member uses the approved absence and then re-engages, any future benefit will be reduced by the amount previously taken. Once a member has exhausted their level of approved periods of absence, there is no further benefit.

Exception: If the member earns more days through sufficient further service, the member will be credited only with the additional days.
4. To be eligible for approved absence, members must have a credit balance in their personal Career Transition Assistance Scheme file. The amount of credit recorded on this file depends on the member's length of service. When approved absence is used, the usage must be entered on the member's personal Career Transition Assistance Scheme file.
5. Approved absence must be taken in minimum blocks of one day. They do not need to be consecutive days.

Division 5: Career transition training

2.2.20 Purpose

Career transition training provides access to vocationally-oriented education and training. Eligible members may take vocational training courses for post-termination employment and employment-related work skills.

2.2.21 Career transition training

1. Career transition training may take either of these forms.
 - a. Face-to-face tutorial attendance.
 - b. Courses provided through correspondence or on-line facilities.
2. The training must be a formal course which has all these attributes.
 - a. Structured and provided by a qualified training firm.
 - b. A schedule of training and a syllabus for each subject.
 - c. Recognised or accredited by employers.
3. Any vocationally-oriented course, or recognised course segment, within the Australian qualifications framework may be approved as career transition training. It must meet policy requirements, particularly regarding the extent of training and that it is essential for the member's career transition.
4. Only career transition training that can be completed during the 12-month preservation time limit may be funded.

Example: A postgraduate diploma.

2.2.22 Approved absence for career transition training

1. Depending on their length of qualifying service, under the Career Transition Assistance Scheme members may take up to 23 days' approved absence from the workplace to attend a training course. Any additional time for attendance must be when not required for duty.

See: Division 2 section 2.2.10, Assistance summary, table item 4
2. Approved absence is not leave. Members are on duty.

2.2.23 Benefit

Eligible members are eligible to these maximum amounts for career transition training.

Item	Assistance level	Maximum (\$)
1.	1	Nil
2.	2	1,100
3.	3	4,400

Exception: The Executive Officer, Career Transition Assistance may approve more expensive training courses for Career Transition Assistance Level 3 members in these two cases.

- a. If a specific qualification or licence is required by the industry regulatory body of the members' intended field of employment.
- b. In exceptional cases, where there is no industry regulatory body. The member's application must include evidence supporting the essential nature of the training requirement.

2.2.24 Conditions for approval

1. Career transition training must be specifically aligned to post-termination employment.
2. The training should be aligned to transferring the skills and experience gained from the member's ADF career to the civilian sector. A member whose career transition training objectives are broadly consistent with the member's Service training, expertise or **employment** is considered to be meeting this criteria.
3. If a member's career transition goals are different from their Service employment or training, or if the training sought is expensive, they should demonstrate the genuine nature of their intentions as follows.
 - a. By having obtained some relevant initial qualifications at their own expense or through the Defence Assisted Study Scheme.
 - b. By extensive association with the activity as a hobby or part-time business or employment.
4. In the cases described in subsection 3, the member must justify the request.

2.2.25 Essential training

1. The career transition training sought must be essential for a member's effective career transition to suitable employment. This means employment or self-employment from which they will derive the major portion of their non-pension income after termination.
2. The training will be assessed on the extent to which it is a requirement for employment or self-employment in that field.
3. A member who has secured suitable employment is deemed to be successfully transitioned and has no eligibility for career transition training.

4. Training will only be approved if the qualifications sought are the minimum necessary for the applicant to be competitive for employment in the intended industry. The requirements of individual employers seeking to employ people holding specific qualifications will be taken into account, but their requirements are not automatic grounds for approval.
5. Attendance at more than one training course will only be approved if the training courses lead to one career transition goal. Training will not be approved if members seek training in divergent areas.

2.2.26 Training costs

1. Defence will only cover costs associated with actual training.
Examples: Mandatory course manuals, equipment hire if it is an integral part of the course costs.
2. The Commonwealth will not pay for any of these items.
 - a. Books.
 - b. Equipment.
 - c. Licences.
 - d. Membership subscriptions for a professional organisation or trade union.
3. If members are required by a franchiser to undertake compulsory training by the franchiser, the cost of the course is regarded as a capital expense in establishing the business. The cost of the training will not be approved. Members may use approved absence under the Career Transition Assistance Scheme to undertake the training as on-the-job experience.

2.2.27 Ending career transition training early

Members who choose to end an approved period of career transition training early must notify the Resettlement Officer. The remaining period of approved absence from the workplace will be re-credited. It may be taken later if required.

2.2.28 Overseas training

1. Career transition training may be approved at an overseas location in these situations.
 - a. The member has a firm job offer for which the particular training is essential and is not available in Australia.
Note: The member must show why the training should not be the responsibility of the future employer.
 - b. The member is serving in an overseas posting location and intends to live in that location on termination.
Note: There is no eligibility for travel costs.
2. International fares for overseas travel are payable by the member. Overseas travel costs are payable at the rate for the training location, subject to the requirements of section 2.2.16.
See: Division 2 section 2.2.16, Travel and accommodation for Scheme activities

Division 6: Career transition management coaching

2.2.29 Benefit

1. Members unsure of their intended field of employment after termination may apply for career transition management coaching. This is also known as outplacement counselling.
2. This table outlines members' benefits.

Item	If the member is at Career Transition Assistance Level...	then they may access coaching to a value of (\$)...
1.	2	1,100
2.	3	2,820

3. ...
4. The following services are allowable in a career transition management coaching package.
 - a. Identification of transferable skills.
 - b. Stress management.
 - c. Job options and job placement advice.
 - d. Job search strategies.
 - e. Coaching to develop a curriculum vitae.
 - f. Interview skills/personal presentation at interview.
 - g. Developing a career transition plan.

Note: Not all services need to be included.
5. Curriculum vitae coaching may be provided as part of career transition management coaching. Members may prefer to receive curriculum vitae coaching from a separate provider. Defence will fund curriculum vitae coaching only once.

Division 7: Curriculum vitae coaching

2.2.30 Benefit

1. Members at Career Transition Assistance Level 2 or 3 are eligible to access curriculum vitae coaching by a professional firm. The purpose of curriculum vitae coaching is to teach members how to develop their own curriculum vitae. This is up to a maximum cost of \$253.

Note: This maximum cost will be reviewed from time to time (usually annually) having regard to movement in the Consumer Price Index.

See: Division 2 section 2.2.10, Assistance summary, table item 6

2. Curriculum vitae coaching may only be accessed once during a member's service.
3. Members are advised to access this benefit within 12 months of their intended separation date. This is so they are able to develop an effective curriculum vitae at the time of termination.

Division 8: Financial counselling

2.2.31 Benefit

1. A member is eligible for financial counselling if any of the following apply.
 - a. The member's service has been terminated because the member is medically unfit.
 - b. The member's service has been terminated because the member cannot usefully serve because of redundancy.
 - c. The member has received a special benefit payment under Part 3 Division 3.
2. The member may receive professional financial counselling up to \$518.

Part 3: Leaving the ADF: Redundancy and gratuities

2.3.1 Overview

This Part contains guidelines for members leaving the ADF. It outlines benefits related to redundancy and gratuities.

See also: Chapter 5 Part 4 Division 8, Payment or transfer of recreation leave credit

2.3.2 Contents

This Part includes the following Divisions:

Division 1	Redundancy
Division 2	Gratuities on retirement and invalidity
Division 3	Special benefit payment
Division 4	Additional transition period

Division 1: Redundancy

2.3.3 Purpose

The purpose of this Division is to provide financial benefits for a member whose service in the Permanent Forces is being terminated because of redundancy.

2.3.4 Member this Division applies to

This Division applies to a member who meets both these conditions.

- a. The service of the member is terminated by the CDF under paragraph 24(1)(b) of the *Defence Regulation 2016*.
- b. The member has completed more than two years of continuous full-time service.

2.3.5 Benefit

1. On the day the member ceases to be a member of the Permanent Forces as a result of their service being terminated because of redundancy, the member is entitled to these amounts.
 - a. A fortnight's salary for each completed year of service that is recognised for long service leave.
See: Chapter 5 Part 5, Long Service Leave for a definition of this service.
 - b. A pro rata payment for each part-year of such service completed.
 - c. A fortnight's salary for each completed year of continuous full-time service in the ADF that is not recognised for long service leave accrual.
Note: This is likely to be earlier ADF service done before a break in service of more than one year.
 - d. A pro rata payment for each completed part year of ADF service that is not recognised for long service leave accrual.
2. Certain periods must be excluded from the calculations in subsection 1. These periods are those included by the Commonwealth or any employer in the calculation of a payment of a special benefit, redundancy payment, or management initiated early retirement benefit, however described.
3. The amount payable under subsection 1 must not be more than 48 weeks' salary.
4. If the member's **retirement age** is less than 48 weeks from the day the service of the member is to be terminated, the amount payable is for the period up to the member's retirement age.
5. In this section, salary includes any of the following.
 - a. Higher duties allowance.

Exception: Higher duties allowance is not payable if the period of higher duties performed on the day the notice of redundancy was received was less than 12 continuous months.

See: Chapter 4 Part 1, Higher duties allowance

- b. Service allowance.
See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.2
- c. Special Forces disability allowance.
See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.12
- d. Clearance diver allowance.
See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.14
- e. Maritime disability allowance.
See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.9
- f. Unpredictable explosives allowance.
See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.15

2.3.6 Additional payment

1. This section applies to a member to which both the following apply.
 - a. The member's service is terminated early under paragraph 24(1)(b) of the *Defence Regulation 2016*.
 - b. The member provides a written response within the notice period requesting their service end on a day that is less than five weeks from the day the notice under section 24(2) of the *Defence Regulation 2016* was given to the member.
2. The member may be paid an additional amount for the period between the following two days.
 - a. The day after the member's service ends.
 - b. The last day of the five week period beginning the day the member was given the notice under section 24(2) of the *Defence Regulation 2016*.
3. For the purpose of subsection 2, the additional amount is the salary and Service allowance the member would receive had they continued to serve during that period.

2.3.7 Amount repayable if member continues service

A member paid an amount under this Division must repay that amount to the Commonwealth if the member begins a further period of continuous full-time service, within one year of ceasing to be a member of the Permanent Forces.

Exception: The CDF decides the member does not have to repay the amount.

Note: This power must be exercised by the CDF personally.

Division 2: Gratuities on retirement and invalidity

2.3.8 What is a gratuity?

1. A gratuity is a one-off payment made by the Defence Force Retirement and Death Benefits Authority (DFRDB) to ADF members.
2. The payment is made to the member when all these conditions apply.
 - a. They are leaving the ADF.
 - b. They are an eligible former member for the purposes of the *Defence Force Retirement and Death Benefits Act 1973* (the **DFRDB Act**).
 - c. They are not eligible to retirement pay, invalidity benefit or preservation benefits under the DFRDB Act.

Exception: In certain cases a gratuity is payable to a member who is retired with a class C invalidity benefit under the DFRDB Act but who is not entitled to invalidity pay.

2.3.9 About gratuities

1. The gratuity is payable to a member on the basis of the number of completed years of eligible service.
2. When a member is eligible for a gratuity at different rates for different periods of eligible service, the member receives the appropriate rate per annum for the exact period of service completed for all except the most recent period, which is calculated to the last completed year of eligible service.
3. The DFRDB Authority may pay a gratuity to a person other than the member only in these cases.
 - a. The member is mentally ill and incapable of managing their affairs.
 - b. The member is in prison.
 - c. The member has a disability.

2.3.10 Member this Division applies to

1. This Division applies to eligible former members, as defined under the DFRDB Act. The DFRDB scheme is a closed scheme and therefore this Division has a limited life.
2. For the definition of eligible service, a person is taken to be a member on continuous full-time service for a period if both these conditions apply.
 - a. Under subsection 63 (1) of the DFRDB Act, that Act applies to the person as if the person had not retired, and as if the person were on leave without pay, for the period.
 - b. Deferred benefits were applicable to the person under the DFRDB Act and cease to be applicable under section 83 of that Act.

2.3.11 Definitions

This table outlines the definitions used in this Division.

Term	Meaning in this Division
Eligible service	Continuous full-time service by the member, when a contributor under the DFRDB Act. Exception: Eligible service does not include a period of previous service if a member made an election to purchase previous non-contributory service under subsection 27 (1) of the <i>Defence Force Retirement Benefits Act 1948</i> or under subsection 83 (3) of the <i>Defence Force Retirement Benefits Act 1959</i> .
Non effective service	A period of eligible service exceeding 21 consecutive days when a member is: <ul style="list-style-type: none">▪ on leave without pay.▪ absent without leave.▪ in custody, under suspension, awaiting or undergoing trial on a charge in which the member is later convicted and imprisoned, or otherwise detained or undergoes field punishment.▪ serving a period of imprisonment or other detention or undergoing field punishment
Officer	In this Division, officer includes Midshipmen and Officer Cadets.
Retirement	Retirement as a member of the Defence Force. This includes termination of appointment as an officer of, or discharge from, the Defence Force.

2.3.12 Gratuity for officers

1. This section applies to an officer who meets all these conditions.
 - a. The officer is not eligible on retirement to retirement pay, or invalidity benefit, under the DFRDB Act.
 - b. They have completed 10 years' eligible service and retire on or after attaining the compulsory retiring age for rank.
 - c. They have completed 12 years' eligible service and retire to meet the needs of the Service before attaining the compulsory retiring age for rank.
2. On retirement, the member is eligible to a gratuity at the rate of \$240, for each completed year of eligible service.
3. A member's period of eligible service may include a period served as a member other than an officer. In this case, the gratuity is \$100 a year, for the completed years of eligible service as a member other than an officer.

2.3.13 Gratuity for certain fixed tenure appointment officers and others

1. This section applies to an officer who meets these conditions.

Exception: An officer in this section does not include a medical officer or dental officer.

 - a. The officer is a member of the Permanent Forces.

- b. The officer is serving under a fixed tenure appointment, including an extension of a fixed tenure appointment.

Note: A fixed tenure appointment was formerly known as a short service commission.

2. On retirement, the member is eligible to a gratuity worked out at the rate of \$100 for each completed year of eligible service.
3. A member's period of eligible service may include a period served as a member other than an officer. In this case, the gratuity is the sum of these amounts.

Item	If the officer...	then the benefit is...
1.	completed 12 years eligible service before appointment as an officer	\$100 for each year of eligible service completed before appointment.
2.	has not completed 12 years' eligible service before appointment as an officer	<ul style="list-style-type: none"> ▪ \$40 for 1 completed year of eligible service. ▪ \$80 for 2 completed years of eligible service. ▪ \$120 for 3 completed years of eligible service. ▪ \$160 for 4 completed years of eligible service. ▪ \$200 for 5 completed years of eligible service. ▪ \$240 for 6 completed years of eligible service. ▪ \$340 for 7 completed years of eligible service. ▪ \$440 for 8 completed years of eligible service. ▪ \$540 for 9 completed years of eligible service. ▪ \$760 for 10 completed years of eligible service. ▪ \$980 for 11 completed years of eligible service.

2.3.14 Gratuity for other ranks

1. This section applies to a member (other than an officer) who is not entitled to retirement pay, or invalidity benefit, under the DFRDB Act.
2. The member is eligible on retirement to a gratuity set out in this table.

Item	If the member has...	then the benefit is...
1.	completed 12 years' eligible service	\$100 for each completed year of eligible service.
2.	not completed 12 years' eligible service	<ul style="list-style-type: none"> ▪ \$40 for 1 completed year of eligible service. ▪ \$80 for 2 completed years of eligible service. ▪ \$120 for 3 completed years of eligible service. ▪ \$160 for 4 completed years of eligible service. ▪ \$200 for 5 completed years of eligible service. ▪ \$240 for 6 completed years of eligible service. ▪ \$340 for 7 completed years of eligible service. ▪ \$440 for 8 completed years of eligible service. ▪ \$540 for 9 completed years of eligible service. ▪ \$760 for 10 completed years of eligible service. ▪ \$980 for 11 completed years of eligible service.

2.3.15 Invalidity benefits

1. This section applies to a person who becomes eligible to an amount of invalidity benefit under subsection 32 (2) of the DFRDB Act. This refers to retirement of a member on the ground of invalidity, or of physical or mental incapacity to perform their duties.
2. If the person was an officer immediately before retirement, the person is entitled to a gratuity worked out at the rate of \$150 for each completed year of eligible service.
3. If the member's period of eligible service includes a period served as a member other than an officer, the gratuity is \$100 a year for the period of eligible service as a member other than an officer.
4. A person will receive the gratuity amount in section 2.3.12, Gratuity for officers, if both these conditions apply.
 - a. The person retired on or after attaining the compulsory retiring age for rank.
 - b. The person would have been eligible for a gratuity if they had not retired on the grounds of invalidity.
5. If the person was a member other than an officer immediately before retirement, the person is eligible to a gratuity of \$100 for each completed year of eligible service.
6. A person may become eligible for a gratuity under this section on reclassification as Class C, under section 34 of the DFRDB Act. In this case, the amount of gratuity must be reduced. The reduction amount is the difference between these two amounts.
 - a. The total amount of invalidity pay received by the person under the DFRDB Act.
 - b. The amount that would have been payable under subsection 32 (2) of the DFRDB Act, if the person had been classified Class C on retirement.
7. If a member is already paid a gratuity under this Division, the invalidity benefit will be reduced by the gratuity amount already paid.

2.3.16 Gratuity not payable

A member is not entitled a gratuity under this Division in these cases.

- a. The member is not paid invalidity benefit because of the operation of section 27 or 29 of the DFRDB Act.
- b. For a period of eligible service where transfer value is payable under section 77 of the DFRDB Act.
- c. For a period of eligible service where deferred benefits are applicable.

Exception: When Deferred benefits cease to be applicable because of the operation of subsection 78 (6) of the DFRDB Act.

2.3.17 Reduction of amount for non-effective service

1. The amount of retiring gratuity payable to a member will be reduced pro-rata if their period of eligible service includes one or more periods of non-effective service. The retiring gratuity which would otherwise be payable to the member will be reduced under the formula set out in this section.
2. This section applies when both these conditions are met.
 - a. A member's period of eligible service includes periods of non-effective service.
 - b. A member's period of eligible service is no more than the sum of these two periods.
 - i. The member's completed years of eligible service.
 - ii. The total of the periods of non-effective service.
3. The amount of gratuity to which the member would, but for this section, be eligible for under this Part must be reduced under this formula.

$$\frac{A \times (B - C)}{B}$$

A is the amount of gratuity to which the member would, but for this section, be eligible for under this Part.

B is the member's completed years of eligible service.

C is the period by which the sum of the periods in subparagraphs 2.b.i and ii exceeds the member's period of eligible service.

2.3.18 Repayment if a member rejoins

1. This section applies if a person meets any of these conditions.
 - a. They have been paid a gratuity under this Division.
 - b. Before 6 January 2000 (the date when Determination 2000/1, Condition of Service, commenced), under Determination 0705, Gratuities, either of these situations applied.
 - i. The member was entitled to invalidity pay under section 37 of the DFRDB Act or on a review or appeal under Part XI of that Act.
 - ii. The member was a person to whom the DFRDB Act applies because of the operation of section 63 of the Act.

Example:

A member joins the ADF on 1 May 1991 under the DFRDB scheme.

The member is discharged on 30 April 2004, after 13 years' service. The member receives their member's contributions and gratuity.

The member re-enlists on 1 July 2004. Section 63 of the DFRDB Act provides that a member who rejoins within 90 days of leaving becomes a DFRDB member again. The DFRDB Authority allows the member's retirement to be disregarded. The Act applies as if the member had not retired and the period 30 April to 1 July 2004 had been leave without pay.

2. The member must repay the gratuity to the Commonwealth.

3. The amount recoverable may be paid in a lump sum. The CDF may also approve the amount to be paid in instalments. The CDF must consider these criteria.
 - a. The person's salary.
 - b. The total amount to be repaid.
 - c. Any remaining period of service.

2.3.19 Related provisions of the DFRDB Act

This table outlines the DFRDB Act provisions related to this Division.

Part	Part title	Section
I	Preliminary	<ul style="list-style-type: none"> ▪ 3 Interpretation
III	Contributions	<ul style="list-style-type: none"> ▪ 21 Purchase of previous non-contributory service
V	Invalidity benefits	<ul style="list-style-type: none"> ▪ 27 Incapacity due to wilful action ▪ 29 Invalidity or incapacity arising during absence without leave exceeding 60 days ▪ 32 Class C invalidity benefit ▪ 34 Reclassification in respect of incapacity ▪ 37 Service Chief may inform authority of grounds of retirement
VII	Candidates at Parliamentary elections	<ul style="list-style-type: none"> ▪ 52 Effect of election under section 51 (Election by re-instated candidate) ▪ 53 Refund of benefits by re-instated candidates to whom this Part applies ▪ 55 Rights of contributing members who resign to contest elections and are not re-instated
VIII	General provisions applicable to contributions and benefits	<ul style="list-style-type: none"> ▪ 59 Instalments of pension benefits ▪ 63 Non-recipient retired member who again becomes an eligible member within 90 days
IX	Division 3 (Preservation of rights of contributing members ceasing to be eligible members of the Defence Force)	<ul style="list-style-type: none"> ▪ 77 Circumstances in which transfer value payable ▪ 78 Circumstances in which person entitled to deferred benefits ▪ 83 Person entitled to deferred benefits again becoming a member etc. before benefits payable
X	Contributors under previous benefits scheme etc	<ul style="list-style-type: none"> ▪ 89 Purchase of previous non-contributory service ▪ 90 Elections to become contributors by certain members
XI	Review of decisions of Authority	<ul style="list-style-type: none"> ▪ 99 Review of decisions of Authority

Division 3: Special benefit payment

2.3.20 Purpose

1. The purpose of this Division is to provide the payment of a special benefit to a member who is compulsorily transferred from the Permanent Force to the Reserves under section 16 of *Defence Regulation 2016* for reasons of workforce planning in the Defence Force for the purpose of the Command Initiated Transfer to the Reserves (CITR) scheme.
2. The payment is not a performance management tool.

2.3.21 Definitions

For the purpose of this Division, **Defence Regulation** means the *Defence Regulation 2016*, as in force from time to time.

2.3.22 Member eligible for a special benefit

1. A member of the Permanent Forces is eligible for payment of a special benefit if they meet all of the following conditions.
 - a. The member has completed at least two years service at their current rank.
 - b. The member has at least 12 months of service remaining before the day on which their period of service is expected to end.

Note: The day the member's period of service ends is the earlier of the following days.

 - i. The day the member reaches retirement age.
 - ii. The last day of the member's fixed period of service.
 - c. The member has been identified for a command-initiated transfer to the Reserves for the purpose of Part 10, Chapter 4 of the Military Personnel Policy Manual, as published on 15 December 2017.

See: Military Personnel Policy Manual, Part 10 Chapter 4, *Command-Initiated Transfer to the Reserves*
 - d. The CDF has decided under section 16 of the Defence Regulation to transfer the member from the Permanent Forces to the Reserves in the interest of the Defence Force for workforce planning reasons.
 - e. The member is transferred to the Reserves within 30 days of the member being notified of the CDF's decision under section 16 of the Defence Regulation being made.
2. A member is not eligible for a payment if any of the following circumstances apply.
 - a. The member is subject to an investigation for unacceptable behaviour.
 - b. The member is subject to disciplinary action.
 - c. The member is the subject of a notice to show cause for an administrative sanction (including a notice of a positive test result under section 100 of the Defence Act, as in force from time to time).

- d. An administrative sanction has been imposed on the member within the previous 12 months.

2.3.23 Amount of special benefit

1. An eligible member may be paid the lesser of the following.
 - a. The sum described in items 1 and 2 of the following table less the amounts described in item 3.

Item	Description	Amount
1.	ADF service, including earlier periods of ADF service.	The sum of the following amounts. <ol style="list-style-type: none"> a. A fortnight's salary for each completed year of continuous full-time service in the ADF. b. A pro rata payment for each part year of continuous full-time service completed in the ADF.
2.	Prior non-ADF service recognised for long service leave. See: Chapter 5 Part 5, Long service leave, for a definition of this service.	The sum of the following amounts. <ol style="list-style-type: none"> a. A fortnight's salary for each completed year of prior service that is recognised for long service leave. b. A pro rata payment for each part year of prior service completed that is recognised for long service leave.
3.	Prior payments for redundancy or retirement.	Any payments made by the Commonwealth or any employer of a special benefit, redundancy payment, or management initiated early retirement benefit, however described.

- b. 48 weeks salary.
2. In this section, salary includes Service allowance as provided under Defence Force Remuneration Tribunal Determination No. 11 of 2013, as in force from time to time.

See: DFRT Determination No. 11 of 2013, *ADF allowances*, Division B.2, published at Chapter 4 Part 2 Part B Division B.2, Service allowance.

2.3.25 Repayment of special benefit

The member must repay to the Commonwealth any amount paid under this Division, if they begin a period of continuous full-time service (as a member of the Reserves or Permanent Forces) within one year of receiving a payment under this Division.

Division 4: Additional transition period

2.3.26 Additional transition period

1. The CDF or a Service Chief may approve payment of certain benefits to a former member for a period, having regard to the following considerations.
 - a. Whether the period is necessary to provide the member with a reasonable period of transition assistance to adjust to the end of their career in the Permanent Forces.
 - b. The period for which the benefits are usually made available to a member ceasing service on the same grounds as the former member.
2. Approval under subsection 1 may extend for a period of up to four months and is taken to start from the day that the member ceases service in the Permanent Forces.

2.3.27 Benefits during additional transition

1. Benefits approved during an additional transition period may include any of the following.
 - a. Benefits under the career transition assistance scheme.
See: Part 2, Leaving the ADF: Career Transition Assistance Scheme
 - b. **Removal.**
See: Chapter 6, ADF relocation on posting in Australia
 - c. Continuation of housing assistance.
See: Chapter 7, ADF housing and meals
 - d. Medical, psychological and dental services and treatment; or reimbursement for equivalent private services if ADF services and treatment cannot be supplied.
2. Other benefits and conditions of service such as salary, salary-related allowances and leave may not be paid for the additional transition period under this Division.

Chapter 3: ADF salaries and bonuses

3.0.1 Overview

1. This Chapter deals with salary structures, pay scales, increments and related conditions of service for ranks of the ADF.
2. It also deals with superannuation and retention benefits, overpayments and recovery of them, and payments during detention.

3.0.2 Contents

This Chapter includes the following Parts.

Part 1	Salaries
Part 2	Administration of salaries
Part 3	Salary packaging
Part 4	Overpayments and recovery
Part 5	Retention and completion benefits
Part 6	Deliberately differentiated offer for members
Part 7	Salary and allowances when a member is absent without leave, in civil custody or undergoing a period of detention or imprisonment

Part 1: Salaries

This Part is reserved for publication in the *ADF Pay and Conditions Manual* of DFRT Determination No. 2 of 2017, *Salaries*, made under section 58H of the *Defence Act 1903*.

Part 2: Administration of salaries

3.2.1 Overview

1. This Part deals with the administration of salary for members of the Permanent Forces and Reserves. It explains general aspects of salary, including when salary is paid, commencement salary, increments and other related matters.
2. This Part should be read together with DFRT Determination No. 2 of 2017, *Salaries*, and other relevant determinations made by the DFRT under section 58H of the Act.

See: Part 1, Salaries

3.2.2 Contents

This Part includes the following Divisions.

Division 1	About salaries
Division 2	Commencement salary
Division 3	Increments
Division 4	Specialist Officer – increment and competency arrangements
Division 4A	Specialist Officers – Aviation – increment placement, progression, and transfer
Division 5	Salary non-reduction provisions
Annex 3.2.A	Transitional increment conversion table for Reservists
Annex 3.2.B	Salary non-reduction – members with the rank of Warrant Officer Class 1 or lower
Annex 3.2.C	Salary non-reduction – Flight test engineers
Annex 3.2.D	Salary non-reduction – Officers
Annex 3.2.E	Officer Aviation Specialist Structure to Officer Aviation Pay Structure — conversion table

Division 1: About salaries

3.2.3 Purpose

The purpose of this Division is to explain the principles for administration of salaries set by the DFRT.

3.2.4 ...

3.2.5 Time for payment of salary for a member on continuous full-time service

Subject to section A.1.4 of DFRT Determination No. 2 of 2017, *Salaries*, the salary of a member starts on the day on which the member begins continuous full-time service and ends on midnight on whichever of the following days is relevant to the member's situation.

- a. For an officer — on the day on which the member resigns, retires, or their appointment or services are terminated.
- b. For Warrant Officer Class 1 and an other rank member — on the day on which the member is discharged, retired or terminated.
- c. In the case of a member who is seconded for service with another Government department or civil employment, the day before the member starts the secondment.
- d. In the case of a member who transfers to the Reserves, the day immediately before the transfer.

3.2.6 Method of payment of salary for a member on continuous full-time service

1. Salary may be paid to members every 14 days (a fortnight).
2. Payment of salary and allowances to a member is made by electronic funds transfer into a financial institution advised by the member.

3.2.7 Administration of salary and allowances

1. This section applies to salary and allowances payable to a member.

Exception: Salary and allowances being paid to a member on a flexible service determination.

Note: Administration of salary and allowances for a member on a flexible service determination is provided under section 3.2.7A.

2. The daily rate of an annual rate of salary or allowance set by the DFRT, or an allowance identified in the following table, is the annual rate divided by 365.

Item	Allowance	Reference
1.	ADF district allowance	Chapter 4 Part 4 Division 1 and Division 2
2.	Allowances for services in Antarctica – Antarctic allowance	Chapter 4 Part 4 Division 6
3.	Allowances for service in the Antarctic – Common duties allowance	Chapter 4 Part 4 Division 7
4.	Allowances for service in the Antarctic – Antarctic parity allowance	Chapter 4 Part 4 Division 8
5.	Child allowance – member posted before 1 July 2017	Chapter 15 Part 2 Division 4
6.	Child supplement allowance – member posted on or after 1 July 2017	Chapter 15 Part 2A Division 4
7.	Child reunion allowance – member posted before 1 July 2017	Chapter 15 Part 2 Division 5
8.	Cost of living adjustment – member posted before 1 July 2017	Chapter 15 Part 2 Division 2
9.	Cost of living adjustment – member posted on or after 1 July 2017	Chapter 15 Part 2A Division 2
10.	Executive vehicle allowance	Chapter 4 Part 6
11.	Hardship allowance – member posted before 1 July 2017	Chapter 16 Part 2
12.	Higher duties allowance	Chapter 4 Part 1
13.	Language allowance	Chapter 4 Part 3 Division 1
14.	Location allowance – member posted on or after 1 July 2017	Chapter 16 Part 2A
15.	Port Wakefield allowance	Chapter 4 Part 4 Division 3
16.	Post adjustment – member posted before 1 July 2017	Chapter 15 Part 2 Division 3
17.	Post adjustment – member posted on or after 1 July 2017	Chapter 15 Part 2A Division 3
18.	Scherger allowance	Chapter 4 Part 4 Division 4
19.	Trainee's dependant allowance	Chapter 4 Part 8 Division 1
20.	Uniform allowance	Chapter 10 Part 1

3. The daily rate of rent allowance is one fourteenth of the rate calculated in Chapter 7 Part 8 Division 4 section 7.8.19, Working out rent allowance.

3.2.7A Administration of salary and allowances – member on a flexible service determination

1. This section applies to salary and allowances being paid to a member on a flexible service determination.
2. The daily rate of an annual rate of salary, an allowance set by the DFRT or an allowance identified in the following table, is worked out using the following formula.

$$\text{daily rate} = \frac{\text{annual rate}}{365} \times 1.4$$

Item	Allowance	Reference
1.	Child allowance – member posted before 1 July 2017	Chapter 15 Part 2 Division 4
2.	Child supplement allowance – member posted on or after 1 July 2017	Chapter 15 Part 2A Division 4
3.	Child reunion allowance – member posted before 1 July 2017	Chapter 15 Part 2 Division 5
4.	Cost of living adjustment – member posted before 1 July 2017	Chapter 15 Part 2 Division 2
5.	Cost of living adjustment – member posted on or after 1 July 2017	Chapter 15 Part 2A Division 2
6.	Executive vehicle allowance	Chapter 4 Part 6
7.	Hardship allowance – member posted before 1 July 2017	Chapter 16 Part 2
8.	Higher duties allowance	Chapter 4 Part 1
9.	Language allowance	Chapter 4 Part 3 Division 1
10.	Location allowance – member posted on or after 1 July 2017	Chapter 16 Part 2A
11.	Port Wakefield allowance	Chapter 4 Part 4 Division 3
12.	Post adjustment – member posted before 1 July 2017	Chapter 15 Part 2 Division 3
13.	Post adjustment – member posted on or after 1 July 2017	Chapter 15 Part 2A Division 3
14.	Trainee's dependant allowance	Chapter 4 Part 8 Division 1
15.	Uniform allowance	Chapter 10 Part 1

3. The maximum fortnightly rate payable to a member must not exceed the fortnightly rate of a member not on a flexible service determination.
4. The daily rate of an annual rate of an allowance identified in the following table is the annual rate divided by 365.

Item	Allowance	Reference
1.	ADF district allowance	Chapter 4 Part 4 Division 1 and Division 2
2.	Antarctic allowance	Chapter 4 Part 4 Division 6
3.	(Antarctic) Common duties allowance	Chapter 4 Part 4 Division 7
4.	Antarctic parity allowance	Chapter 4 Part 4 Division 8
5.	Scherger allowance	Chapter 4 Part 4 Division 4

5. Salary and allowances are paid to a member each fortnight at the daily rate under this section for both of the following.
 - a. Each full day of duty in the fortnight.
 - b. Each combination of part days of duty in the fortnight that add up to eight hours.

3.2.8 Pro rating contributions

1. This section applies to a member if both the following apply.
 - a. The member is required to make a contribution for receiving a benefit.
 - b. The rate of contribution needs to be calculated for a period that is less than the prescribed time period.
2. The daily rate of contribution is one fourteenth of the fortnightly rate.

3.2.9 Death or presumed death of member

If a member dies or is missing and presumed dead, the member may be taken to have ceased continuous full-time service.

Related Information: Chapter 1 Part 6 section 1.6.5, Effect of death on eligibility for salary and allowances

3.2.10 ...

3.2.11 ...

3.2.12 ...

3.2.13 Reserve member taken to be attending for duty

A member is taken to be on duty in the circumstances and corresponding periods described in the table.

Item	If a member is...	they will be taken to be on duty for the period starting...	and ending...
1.	directed to attend away from their normal place of duty	at the start of the journey from where the member normally lives	when the member commences duty in the other location.
2.	returning to the place they normally live after attending for duty away from it	at the start of the return journey to the place where the member normally lives	when the member arrives at the place they normally live. Example: A member of the Reserves travels from Canberra to Melbourne for a training course. While travelling to Melbourne they are taken to be on duty. While on the course they are on duty. While travelling home they are on duty.

Item	If a member is...	they will be taken to be on duty for the period starting...	and ending...
3.	admitted to hospital while parading for approved duty	the day when they are admitted to hospital	on the earlier of the following days: a. the day when they are discharged from hospital; or b. the first day that one of dates in item 4 occurs.
4.	on a period of medical absence due to illness or injury arising out of and immediately following a period of Reserve duty	the day that the Commanding Officer approves as the first day of the medical absence	on the earliest of the following days: a. the day: i. the period of medical absence authorised has passed; and ii. the member has been cleared for duty by a service medical officer; b. the day the Department of Veterans' Affairs commences payment to the member; c. the day the member starts civilian employment or receives sick leave payment from a civilian employer; d. a day for which sick leave is payable by the member's employer; e. the day the member receives unemployment or a similar benefit from Centrelink; f. the day the member has recovered from their injury and parades with their unit; or g. the day the Department of Veterans' Affairs notifies the member that it has rejected the claim.

3.2.14 Reserve member attending for duty in special circumstances

1. This section applies to a member on Reserve service.
2. The CDF may deem a member to be required and attending for duty while they are recuperating following a period of intense activity associated with an exercise, operation or deployment.

Example: On return from an exercise all members on continuous full-time service are granted a period of short leave to physically recover. A Reserve member is not eligible for the leave, but may be deemed to be on duty for an equivalent period.

3. The CDF may deem a member to be required and attending for duty when they are required to be away from their home location over a non-working day in order to perform duties during the days immediately before or after. For this subsection a non-working day is a weekend, a public holiday or a rostered day off.

Example: A Reserve member from Melbourne performs two weeks' duty in Townsville but is only required to attend for duty from Monday to Friday each week. The decision-maker deems the member to be required and attending for duty for the Saturday and Sunday instead of being returned to their home location.

Note: A member deemed under subsections 2 or 3 is eligible for remuneration at their daily rate of salary.

Exception: This exception applies to a member who performs duty for another employer while deemed to be required and attending for Reserve duty. If the member is paid for that duty the member is not eligible for payment under this section. A member who is on paid leave from another employer is eligible for payment under this section.

4. A Reserve Chaplain may be placed on a Notification Team roster by one of the following decision-makers, according to the member's Service.
 - a. For Navy — Director General Chaplain – Navy.
 - b. For Army — Principal Chaplain – Army.
 - c. For Air Force — Director General Personnel – Air Force.

Note: DFRT Determination No. 2 of 2017, *Salaries*, section A.1.5 and subsection B.3.4.4, applies to calculating the salary entitlement.

Authority: Defence Casualty and Bereavement Support Manual, Chapter 1, Casualty notification of Defence Members.

5. A Reserve Chaplain on a Notification Team roster is deemed to be attending for duty between the first and last day of each period that they are rostered on the Notification Team roster.

3.2.15 Reserve Assistance Program attendance

The following arrangements apply to a member of the Reserves who attends a session under the Reserve Assistance Program.

- a. If all the following conditions are met the member is taken to be on duty for the period of the session.
 - i. The member counts their attendance time against the days of duty approved in their annual training commitment.
 - ii. The session is the member's first session to discuss an issue.
 - iii. The session and associated travel time are counted against the member's limits in section 8.10.3.

See: Chapter 8 Part 10 section 8.10.3, Counselling sessions

Note: A member who attends a session must still meet the specified time periods set out in DFRT Determination No. 2 of 2017, *Salaries*, section A.1.5 and subsection B.3.4.4 to be paid. See Part 1 Part A section A.1.5, Salary for Reserve Service, and subsection B.3.4.4, Rate of salary for a specialist officer.

- b. For sessions that do not meet the conditions in paragraph a the member is not taken to be on duty.

See: Chapter 8 Part 10, Reserve Assistance Program

3.2.16 Member to keep records of Reserve days

1. This section applies to a member who performs Reserve service on a day.
2. The member must notify in writing of the hours that they perform duty, including start and end times. This is to be done using the form provided in Defence's electronic personnel pay system if it is available.

Note: This information is needed to allow calculation of the amount to be paid to the member. A member who does not advise their hours of duty will not be paid salary and allowances. Special provisions may apply if a member is unable to notify.

See: Chapter 1 Part 6

Section 1.6.3, Payment of an amount to a person under legal disability

Section 1.6.4, Payment of amounts on death of a member

3.2.17 Method of payment of salary and allowances for a member on Reserve service

1. Salary may be paid to a member on Reserve service every 14 days (a fortnight).
2. A Commanding Officer may approve a salary payment outside of the fortnightly pay cycle, if the Reserve member can demonstrate exceptional circumstances or hardship.
3. Payment of salary and allowances to a member is made by electronic funds transfer into a financial institution advised by the member.

3.2.17A ...

Division 2: Commencement salary

3.2.18 Purpose

The Division describes how to work out the rate of salary that may apply to a member at various points in their career.

3.2.18A Member this Division does not apply to

This Division does not apply to a member who is paid salary as an Air Force Officer Aviation member.

See: Division 4A, Specialist Officer – Aviation, which sets out increment placement, progression and transfer through the Officer Aviation Pay Structure for Air Force Officer Aviation members.

3.2.19 Salary on enlistment or appointment

1. On the day a member is enlisted or appointed, salary becomes payable to the member at the minimum rate for the member's rank at the relevant pay grade.

Exception 1: The CDF may approve a salary above the minimum rate in the salary scale for a member because of their experience, qualifications and skills.

Exception 2: The member may be paid at a higher rate if another section in this Division authorises it.

Note: This does not apply to a member on training rates.

See: Section 3.2.26, Salary rate for training – start and advancement dates

2. The discretion in exception 1 to subsection 1 does not apply to an officer appointed to an ordinary entry-level rank listed in the following table.

Item	Service	Ordinary entry-level officer rank
1.	Army	Officer Cadet (OCDT)
2.	Air Force	Officer Cadet (OFFCDT)

3.2.20 Salary on promotion – general

On the day that a member's rank changes due to a promotion, the member is to be paid at the minimum rate for the member's new rank at the relevant pay grade.

Exception 1: The CDF may approve a salary above the minimum rate in the salary scale for a member on promotion because of their experience, qualifications and skills.

Exception 2: The member may be paid at another rate if a non-reduction provision applies.

See: Division 5, Salary non-reduction provisions

See also: DFRT Determination No. 2 of 2017, *Salaries*, section B.2.5, Rate of salary on advancement from other rank

3.2.21 Salary on change of pay grade

1. This section applies to a member who meets all of the following conditions.
 - a. The member's pay grade changes.
 - b. The change is for a reason other than disciplinary action or administrative sanction.
 - c. The change is not related to the member becoming eligible for salary in a different pay grade scale under another salary Schedule in DFRT Determination No. 2 of 2017, *Salaries*.

Examples:

1. An other rank member who becomes a Warrant Officer Class 1.
2. An other rank member who is commissioned as an officer.
3. An officer who is promoted to the rank of Brigadier or higher.

2. The member is to be paid the salary rate for the new pay grade that corresponds to the rank increment the member held at their former pay grade.

Exception: If salary non-reduction arrangements apply to the member under Division 5, then the member's salary will be preserved at the rate for the member's rank and increment at the former pay grade for the period that is specified.

See: Division 5, Salary non-reduction provisions

3.2.22 Salary on ceasing to be a specialist officer

1. This section applies to a member who ceases to perform duty as a specialist officer.
2. The member is to be paid the salary rate for the new pay grade that corresponds to the rank increment the member held in their former specialist officer competency level.

Exception: The CDF may approve a salary above the minimum incremental rate for a member because of their experience, qualifications and skills.

3.2.23 Member with previous service – commencement salary

1. Relevant military service has the meaning defined below.

Term	Definition in this section
Relevant military service	Service that meets all of these conditions. <ol style="list-style-type: none">a. It must have been in the ADF, or the forces of a Commonwealth country or the United States of America.b. It must be relevant to the kind of work the member enlisted or is appointed to do.c. It must have been performed at a rank equivalent to the rank the member enlisted or is appointed to, or at a higher rank. The CDF may declare that another rank is equivalent. The declaration must be in writing.

2. This section does not apply to members on promotion.

3. A member may have previous relevant military service at the time they enlist or are appointed to a rank. The CDF may grant the member a commencement salary between the following two amounts.
 - a. The minimum rate.
 - b. The rate the member would have been paid if the member's service had been in the ADF.
4. The CDF must consider all of the following factors.
 - a. The member's previous relevant military service.
 - b. What incremental salary rate the length of the member's relevant military service would place them at in the salary scale.
 - c. For a member being reappointed or re-enlisted – whether the qualifications, skills or training requirements for the rank have changed since the member last served.
 - d. Other matters relevant to periods of service for salary advancement.

Example: The member's service is recognised for the purpose of seniority in rank.
5. This table sets out what the CDF considers in working out the period of relevant military service if there is a break in service between two periods of continuous full-time service.

Item	If the break in service is...	then the CDF may disregard...
1.	five years or less	any service before an earlier break in service.
2.	more than five years	any service before the break.

Example 1: A member is appointed to a rank in January 2014 on direct transfer from the British Army. Three years previously, the member had a six-year break in service. The CDF ignores the service before that six-year break, when determining the member's commencement salary. The CDF does this because the break in service was more than five years.

Example 2: A member is appointed to a rank in January 2014 after a 12-month break from service. Before that break, they had served for two years from January 2011 to January 2013. Before that service, they had taken a break of 12 months after service of four years from 2006 to January 2010.

Jan 2006	Jan 2010	Jan 2011	Jan 2013	Jan 2014
4 years	12 months	2 years	12 months	
service	break	service	break	service

The CDF ignores the 2006-2010 service when determining commencement salary in January 2011. The CDF does this because the break in service was more than five years. The skills and qualifications for that rank in that earlier period are no longer adequate or applicable.

3.2.24 Recognition of service in the Reserves

1. The CDF may approve a salary above the minimum rate in the salary scale for the member's rank, for a member who served in the Reserves before they enlisted or were appointed to the Permanent Forces. This also applies to any other service that is not continuous full-time service.
2. The CDF must consider the nature and period of the previous service, having regard to any relevant matters set out in Division 3 or Division 4.

See:

Division 3, Increments

Division 4, Specialist Officer – increment and competency arrangements

Example: A Captain in the Reserves has six years effective Reserve service and transfers to the Permanent Forces. The CDF considers the member's period and nature of service, and decides that it is equivalent to three years of **continuous full-time service**. The CDF could decide to place the member on the third salary increment for Captain in the pay schedules.

3.2.25 Salary – member undergoing recategorisation training

1. This section applies to a member undergoing recategorisation training.

See: Chapter 1 Part 3 Division 1 section 1.3.43, Member undergoing recategorisation training

2. During training, the member is to be paid the relevant of the following amounts.
 - a. For members of the Permanent Forces and members of the Reserves on continuous full-time service — both of the following.
 - i. Salary at the rate for the rank, pay grade and increment that they held immediately before they began training.
 - ii. Service allowance.
 - b. For members on Reserve service — both of the following amounts.
 - i. The daily rate of salary for the rank, pay grade and increment that they held immediately before they began training.
 - ii. Reserve allowance.
 - c. For members of the Reserves who transfer to the Permanent Forces or undertake a period of continuous full-time service for their training — both the following amounts.
 - i. The salary for the rank, pay grade and increment that they would have held if they were on continuous full-time service immediately before they began training.
 - ii. Service allowance.

See also: Division 3 section 3.2.30, Increment advancement

3. A Service Chief may approve an extended period of payment under subsection 2 for a member who has completed training. The Service Chief must specify the period of the extension.

3.2.26 Salary rate for training – start and advancement dates

1. A member who meets both the following conditions is to be paid the rate of salary under Schedule B.13 of DFRT Determination No. 2 of 2017, *Salaries*, that applies to the first year of the member's course of training, from the day the member starts their service. This includes a member on Reserve service.
 - a. The member is a trainee entrant to the ADF.
 - b. The member is appointed for a course of training to which annual rate changes apply.

See: Part 1 Schedule B.13, Trainee salary rates

2. If a member is advanced to a higher year of training to recognise previous studies then they are to be paid salary at the following rates and corresponding periods.
 - a. From the date of entry into the Service — the rate of salary that applies to the first year of the member's course of training.
 - b. From the date the member begins the academic studies of the higher year — the rate that applies to that higher year of training.
3. If a course of training listed in Schedule B.13 of DFRT Determination No. 2 of 2017, *Salaries*, provides rates of salary for different years of the course, then the member is to be paid the rate applicable to the year they are in, regardless of when they start the training.

See: Part 1 Schedule B.13, Trainee salary rates

Example 1: A member's salary would normally increase to the next rate that is listed in the Schedule for the course on the commencement of a new year of the course, 1 January.

Example 2: If the member commences a new year of the course mid-year, then the date of change may be 1 July.

4. For members undergoing a course of officer training and paid in accordance with item 6 of Part 1 of Schedule B.13 of DFRT Determination No. 2 of 2017, *Salaries*, the date of increase to the next year's rate is the date that corresponds to the member's month of entry to the course, set out in paragraph a or b.
 - a. For the January entry — the date of commencement of the second term.
 - b. For the July entry — 1 January of the following year.

See: Part 1 Schedule B.13, Trainee salary rates

5. If approval is given for a trainee to repeat a year of training, that member is to be paid the rate applicable to the year of training being repeated.
6. To avoid doubt, for salary purposes a member is taken to be a trainee in the graduate medical scheme for any period in which both the following conditions apply to them.
 - a. The member was appointed to the Australian Regular Army and started participating in the graduate medical scheme between 19 February 2009 and 12 February 2013.
 - b. The member participates in the graduate medical scheme.

See: Part 1 Schedule B.13, Trainee salary rates, item 7

Division 3: Increments

3.2.27 Purpose

This Division describes advancement through a rank, based on the passing of time.

3.2.28 Definitions

In this Division, a member's increment anniversary date is the day that is 12 months after the member's most recent appointment, enlistment, promotion or last increment advancement date.

3.2.29 Member this Division does not apply to

This Division does not apply to a member who is paid a specialist rate of salary.

See:

Division 4, Specialist Officer – increment and competency arrangements

Division 4A, Specialist Officer – Aviation – increment placement, progression and transfer

3.2.30 Increment advancement

1. A member is to be given an additional increment of salary if all of the following conditions are met.
 - a. The member's rate of salary is below the top increment for the member's rank.
 - b. The member ordinarily carries out duties at the standard of competence for the member's rank, experience, pay grade and employment category (including any applicable classification).

Exception: Senior officers eligible to be paid salary under Schedule B.1 of DFRT Determination 2 of 2017, *Salaries*, do not need to meet the employment category condition in this paragraph.
 - c. In the year since their most recent appointment, enlistment, last promotion, or last increment advancement date, the member has completed the following amount of service.
 - i. For a member of the Permanent Forces – 12 months of continuous full-time service.
 - ii. For a member of the Reserves (includes Reserve service and continuous full-time service) – 20 days or more of service in a 12 month period.

Exception: For the increment following 1 July 2015, special transitional rules apply for some members.

Related information: Sections 3.2.31 and 3.2.32.
 - iii. For a member who served in both the Permanent Forces and Reserves in a 12 month period – 20 days of service, made up of the sum of the service in both Forces.

2. A member may not receive more than one increment advancement under this section in any 12 month period, except as a result of their initial transition to the 2 July 2015 salary structure.
3. This subsection applies to a member of the Reserves. The following table sets out how part days of duty count toward the amount of service needed to qualify for an increment.

Item	If a member...	then...
1.	performs a period of duty for six hours or more	that period counts as a full day for the purposes of subsection 2.
2.	performs duty for a part day	that time can be combined with other part days. The total counts towards the time period conditions set out in subsection 2. See: DFRT Determination No. 2 of 2017, <i>Salaries</i> Part A section A.1.5, Salary for Reserve Service Part B Division B.3 subsection B.3.4.4, Rate of salary for a specialist officer
3.	is taken to be attending for duty under section 3.2.13	that period of duty will count towards the time period conditions set out in subsection 2.
4.	is taken to be attending for duty in special circumstances under section 3.2.14	

4. If a member performs a period of higher duties, the service at the higher rank counts towards increment advancement in the member's substantive rank, but not in the higher rank.

Related Information: Chapter 4 Part 1 Division 3 section 4.1.21, Increments

5. For a member of the Permanent Forces, any period when a member is not entitled to salary cannot be counted for salary increments.

Exceptions: A member undertaking service with the United Nations or a member on a flexible service determination.

6. A member undergoing recategorisation training under section 3.2.25 is eligible for increment advancement at their preserved salary rate if they meet the relevant conditions under this section.

See: Division 2 section 3.2.25, Salary – member undergoing recategorisation training

3.2.31 2 July 2015 transition for Reserves

1. For their increment anniversary date which occurs between 2 July 2015 and 1 July 2016, a member who meets all the following conditions only needs to have completed 7 days of Reserve service in the preceding 12 month period, instead of the 20 day time requirement in subparagraph 3.2.30.1.c.ii.
 - a. The member is serving in the High Readiness Specialist Reserve or Specialist Reserve.
 - b. They were a member in the High Readiness Specialist Reserve or Specialist Reserve on 1 July 2015.

- c. They have not been promoted to a higher rank on or after 2 July 2015 and before the increment anniversary date that would otherwise have occurred by 1 July 2016.
- 2. A Reserve member may be advanced an additional increment if they meet the following conditions between 2 July 2015 and 1 July 2016.
 - a. On the increment advancement date that follows 2 July 2015, the member has completed 20 days of Reserve service in each of the two years before that date.
 - b. The member has not been promoted in that period.
 - c. They are more than one increment below the top increment for their rank, as in force on the increment anniversary day.

Example: The member has served the 2 years required for a single increment under the old rules. However, they have provided enough service to make up 2 increments under the new rules. Their salary is increased by two incremental rates, one for each of the years that they have provided 20 days of service.

3.2.32 Placement under new increment structure on 2 July 2015

- 1. A member of the Reserves may be affected by changes made to the incremental salary structure on 2 July 2015.
- 2. To ensure no member is disadvantaged by the change, the member is to be placed on the incremental level that pays a rate identical to their incremental salary rate as in force on 1 July 2015. The member's 1 July ('old') increment listed at Column 1 of the table at Annex 3.2.A transitions to the new 2 July increment in the same row and listed in Column 3 of the table.

Note: The member's service under their old increment (either Permanent Forces or Reserves) is counted toward their placement in the new increment.
- 3. Following 1 July, the member's incremental level is adjusted to the relevant increment level in accordance with Column 4 or 5 of Annex 3.2.A.

3.2.33 Increment deferral

- 1. If a member does not meet the conditions for incremental advancement under paragraph 3.2.30.1.b, the member's Commanding Officer may defer the payment of an increment for up to 12 months.
- 2. The decision to defer an increment must meet all the following conditions.
 - a. It must be in writing.
 - b. The period of the deferral must be specified.
 - c. A copy must be provided to the member.
- 3. The decision to defer an increment must be reviewed within four months of the date of deferral. If the member is assessed having carried out their duties and responsibilities at the standard expected during that four months, the increment will be granted at the end of that review period.

3.2.34 Effect of pay increases on increments

A salary increase that is not a salary increment under subsection 3.2.30.1 does not affect the date for the next increment.

Example: A member began continuous full-time service on 1 September 2003. On 1 December 2003, salary rates increased by 2% under a DFRT Determination. If the competence requirement is met, the member is entitled to a salary increment on 1 September 2004 at the new rate.

3.2.35 Effect of pay grade changes on increments

A member keeps the increment level for their rank when their pay grade changes.

Note: Senior officers paid under Schedule B.1 of DFRT Determination No. 2 of 2017, *Salaries*, do not change pay grade once they have been placed in a pay grade.

Example: The DFRT approves an increased pay grade for an officer employment category. An affected officer's employment category is moved from pay grade 3 to pay grade 4. The officer's incremental date is not affected by the change. If the officer serves competently and gets their increment, it will be paid at the new increment in pay grade 4.

Exception: Section 3.2.38 deals with salary for a member who is reduced in rank for disciplinary reasons or as an administrative sanction.

3.2.36 Promotion after previous service at temporary or acting rank

1. This section describes how earlier service in a higher rank can affect a member's increment when they are promoted to a new substantive rank.
2. This section applies to a member who meets both of the following conditions.
 - a. The member is promoted while in service. It is not to be confused with provisions dealing with salary on appointment or enlistment.
 - b. The member has previously served at their new substantive rank, or a higher one.

Example: Temporary or acting rank for at least one year.

3. Periods of service must add up to full years of service to be counted towards an increment under this section. Periods of service that add up to part-years (that is, less than one year of service) do not count for salary increments in the higher rank.
4. Periods of earlier service that meet either of these conditions can count towards increments.
 - a. A period of service at temporary or acting rank that is continuous with service in the member's new substantive rank. The whole period of continuous service counts towards the date of the member's next increment. There must be no break at all between the two periods of service.

Example: A Flying Officer acted as a Flight Lieutenant for 18 months immediately before they were promoted permanently to Flight Lieutenant. They are entitled to be paid at the first incremental point on promotion. This is as if they had completed one year's service as a substantive Flight Lieutenant. The remainder of six months' acting service cannot be carried over as credit towards the next increment.

- b. Periods of service at temporary or acting rank that are not continuous with service in the member's new substantive rank. This service must be within an overall period of double the number of years needed to qualify for the particular salary increment in that rank. Periods of service can be added together, provided they are within that overall period.

Note: This is sometimes known as the 'one in two' rule, that is, one year in the last two years, two years in the last four, three years in the last six, etc.

Example 1: A Sergeant acted as a Warrant Officer Class 2 for three periods totalling one year, during the two years before they were promoted to Warrant Officer Class 2. They are entitled to be paid at the first incremental point on promotion. This is as if they had completed one year's service as a substantive Warrant Officer Class 2.

Example 2: A Captain acted as a Major for a total of two years three months during the four years before they were promoted permanently to Major. Their acting service was not continuous with service on promotion. They are entitled to be paid at the second incremental point on promotion. This is as if they had completed two years' service as a substantive Major. The remainder of three months' acting service cannot be carried over as credit towards the next increment.

3.2.37 Salary – Private Proficient

1. This section applies to an Army member with the rank of Private. The member is paid as Private Proficient if they meet all of the following conditions.
 - a. They have completed initial training for their employment category.
 - b. They have completed at least 12 months' service after finishing training.
 - c. They are proficient in their military trade or skill.
2. A member on Reserve service can hold the rank of Private Proficient for salary purposes only if both these conditions are met.
 - a. At least 24 months have passed since they finished initial employment category training.
 - b. They remain proficient in their trade or skill.

3.2.38 Salary on reduction of rank

If a member's rank is reduced, they are entitled to salary at a rate approved by CDF in the salary scale of the lower rank. CDF must consider all the following factors in setting the member's new salary rate.

- a. Their previous service at the lower rank.
- b. Relevant service in the higher rank.
- c. The circumstances of the reduction in rank.

3.2.39 Salary on promotion to rank previously held

1. This section describes how earlier service in a previously held rank can affect a member's rate of salary on promotion.
2. The member must meet all the following conditions.
 - a. They have been reduced in rank.
 - b. They are later promoted to the rank that they held substantively before the reduction in rank.
 - c. The actions in paragraphs a and b occur within a single period of service.
3. The CDF may approve earlier periods of the member's service in the higher rank to be counted towards the member's increment in the higher rank.

Exception: Where the reduction was for inefficiency.

Division 4: Specialist Officer – increment and competency arrangements

3.2.40 Purpose

This Division sets out provisions for advancement through ranks and competency arrangements for the following specialist officers.

- a. Chaplains.
- b. Dental officers.
- c. Legal officers.
- d. Medical officers.

3.2.41 Chaplain and dental officers – increment advancement and promotion

1. A Chaplain is eligible for incremental advancement in the specialist officer salary structure 12 months after the later of the following two dates.
 - a. The day the member is posted to a position requiring a higher competency level than the member previously held.
 - b. The day the member advances to a higher division.
2. A dental officer is eligible for incremental advancement in the specialist officer salary structure 12 months after the later of the following two dates.
 - a. The day the member is assessed as holding a higher dental level than the member previously held.
 - b. The day the member is promoted to a higher rank.

Example 1: A Captain dental officer is assessed as DL2-1 on 15 March 2012. The increment to DL2-2 is paid on 15 March 2013.

Example 2: A Captain dental officer assessed as DL2-2 is promoted to Major DL2-1 with effect from 1 January 2012. The date for the next increment to Major DL2-2 is 1 January 2013.

Example 3: A Captain dental officer receives an increment to DL2-3 with effect from 15 March 2012. They are then promoted to Major DL2-1 with effect from 13 September 2012. The anniversary for the next increment is 13 September 2013, not 15 March 2013.

3. A dental officer in the specialist officer salary structure is eligible for increment advancement 12 months after the day they become eligible for payment under that structure.
4. On promotion, a Chaplain or dental officer, is paid the lowest increment for their competency or dental level for their new division or rank.

Example: A Captain at DL2-3 level is promoted to Major. They will be paid at DL2-1, which is the lowest increment level for a Major at DL2.

Exception: For a member who becomes a specialist officer, the CDF may approve a salary above the minimum incremental rate in a competency or dental level because of the member's relevant experience, qualifications and skills.

5. On advancement to a higher competency or dental level under section 3.2.41 or 3.2.42, the member's increment level is the lowest increment for that competency or dental level.

Example: A Captain at DL2-3 is advanced to the next dental level of DL3. The new dental level and increment level will be DL3-1.

See:

Section 3.2.44, Competency levels – chaplain

Section 3.2.45, Dental levels – dental officer

3.2.42 Medical officers – increment advancement and promotion

1. A medical officer may enter the medical officer specialist officer career structure in any of the following ways
 - a. The member ceases to be paid salary under item 5 of the table in subsection B.3.4.1 of DFRT Determination No. 2 of 2017, *Salaries*, and starts being paid under item 4 of the same table.
 - b. The member ceases to be paid salary under item 6 of the table in subsection B.3.4.1 of DFRT Determination No. 2 of 2017, *Salaries*, and starts being paid under item 4 of the same table.
 - c. The member otherwise becomes a medical officer.
2. A medical officer in the specialist career structure is eligible for an additional increment level (up to the maximum increment level for their medical level) if the medical officer meets all of the following conditions.
 - a. The member holds a medical level between ML2-1 and ML3-4.
 - b. The member holds a qualification that meets both of the following.
 - i. The Diploma of Aviation Medicine, Diploma in Hyperbaric Medicine, or a similar qualification approved by CDF as valuable to the ADF.
 - ii. The qualification is not listed in Schedule 4 of the *Health Insurance Regulations 1975*.

Note: Subparagraph ii. relates only to the medical level as described in paragraph a. of the definition of medical level under section A.1.12 of DFRT Determination No. 2 of 2017, *Salaries*.

 - c. The member has not already been given an additional increment due to the recognition of their specified qualification under the conversion schedule in DFRT Determination No. 4 of 2010, *Medical officer salaries – specialist officers amendment*.
3. A medical officer is eligible for an increment advancement in the specialist officer salary structure (up to the maximum increment level in the relevant Part of Schedule B.8 in DFRT Determination No. 2 of 2017 that applies to the medical officer) on their increment anniversary.
- 3A. For the purpose of this section, increment anniversary means the day 12 months after the later of the following days.
 - a. The day that the member begins to be paid salary under Schedule B.8, Specialist officer salary rates – medical officer.
 - b. The day the member last advanced to a higher medical level.

- c. The day of the member's last increment advancement.

Exception: An increment advancement received under subsection 3.2.42.2.

Example 1: A member entered the medical officer specialist career structure on 1 June 2016 at medical level ML1-1 and was paid salary under Part 1 of Schedule B.8. The medical officer advanced to increment level ML1-2 on their increment anniversary which is 1 June 2017.

Example 2: A medical officer at ML1-2 with an increment anniversary of 1 June 2017 achieves ML2-1 on 1 November 2017. This then resets the anniversary date for increment advancement to 1 November 2018.

4. A medical officer may move up more than one increment level in their medical level in a period of 12 months if the medical officer receives an additional increment under subsection 2 and an incremental advancement under subsection 3 of this section.
5. On promotion from rank to rank, a medical officer retains the same medical level (ML1, 2, 3 or 4) and the same increment level they held before promotion.

Example: A Captain at ML2-3 level is promoted to Major. They will be paid at the ML2-3 increment level for a Major.

Note: The member's increment advancement date will remain unchanged.

6. On advancement to a higher medical level under section 3.2.47, the member's new increment level is the lowest increment for that medical level.

Example: A Captain at ML2-7 is advanced to the next medical level, ML3. The new medical level and increment level will be ML3-1.

See: Section 3.2.47, Medical levels – medical officer

7. A medical officer, who is in the transitional group of medical officers outlined in table item 5 or 6 of subsection B.3.4.1 of DFRT Determination No. 2 of 2017, *Salaries*, first becomes eligible for an increment advancement under this section from the day that the medical officer achieves the required qualifications for that competency level.

See: DFRT Determination No. 2 of 2017, *Salaries*, Division B.3 subsection B.3.4.1, Rate of salary for specialist officer

8. For medical officer who becomes eligible to be paid under Schedule B.8 Part 2 or 4 of DFRT Determination No. 2 of 2017, *Salaries*, the medical officer's initial increment level is the higher of the following.
- a. The entry level increment for their Force and rank.
- b. An increment level approved by Surgeon General Australian Defence Force above the entry level increment for the medical officer because of their qualifications, clinical experience, and currency of skills.

3.2.43 Legal Officers – increment advancement and promotion

1. A **legal officer** in the specialist career structure becomes eligible for an increment level advancement (up to the maximum increment level for their legal level) on the later of the following dates.
 - a. The day that is 12 months after the legal officer entered the specialist career structure.
 - b. The day that is 12 months after the legal officer advanced to a higher legal level.
 - c. The day that is 12 months after the legal officer was promoted to a higher rank.
 - d. The day that is 12 months after the legal officer's last increment level advancement date.
2. On promotion, a legal officer retains the competency element of their legal level (LL1, 2, 3, 4 or 5) but is paid the lowest increment for that level at the new rank.

Exception: For a legal officer, the CDF may approve a salary above the minimum incremental rate in a legal level because of the member's relevant experience, qualifications and skills.

3. On advancement to a higher legal level under section 3.2.44, the legal officer's increment level is the bottom increment for that legal level.

See: Section 3.2.44, Legal levels – legal officer

3.2.44 Competency levels – chaplain

1. The CDF may approve the qualification, skill and experience requirements for a competency level for chaplains.
2. The CDF may designate a position as requiring a specific competency level.
3. A chaplain may only advance to a higher competency level if the CDF is satisfied that the officer meets the requirements for that competency level.
4. A chaplain may only advance to competency level 3 if the CDF is satisfied that the officer meets both of the following conditions.
 - a. The chaplain meets the requirements for competency level 3.
 - b. The chaplain is posted to a position that requires competency level 3.

3.2.45 Dental levels – dental officer

1. The CDF may approve the qualification, skill and experience requirements for a dental level.
2. The CDF may designate a position as requiring a specific dental level.
3. A dental officer may only advance to a higher dental level if the CDF is satisfied that the officer meets the requirements for that dental level.
4. A dental officer who holds the honorary rank of dental officer in the Army Reserve is taken to be a Captain for the purpose of determining the relevant rate of salary for the officer under Part 2 of Schedule B.6 of DFRT Determination No. 2 of 2017, *Salaries*.

See: Part 2 Schedule B.6, Specialist Officer – Dental Officer

3.2.46 Legal levels – legal officer

1. The CDF may approve the qualification, skill and experience requirements for a legal level for legal officers.
2. The CDF may designate a position as requiring a specific legal level.
3. A legal officer holding legal level 1 or 2 may only advance to a higher legal level if the CDF is satisfied that the legal officer meets the professional requirements for the legal level.
4. A legal officer holding legal level 3 or 4 may only advance to a higher legal level if the officer meets both of the following conditions.
 - a. The CDF is satisfied that the legal officer meets the professional requirements for the legal level.
 - b. The Chief of the member's Service is satisfied that the legal officer is posted to a position that requires that legal level.

3.2.47 Medical levels – medical officer

1. The CDF may approve the qualification, skill and experience requirements for a medical level for medical officers.
2. The CDF may designate a position as requiring a specific medical level.
3. A medical officer may only advance to a higher medical level if the CDF is satisfied that the officer meets the requirements for that medical level.
4. A member who holds honorary rank in the Army Reserve and who performs duty as a medical officer is taken to be a Captain for the purpose of determining the relevant rate of salary for the officer under Part 1 or 3 of Schedule B.8 of DFRT Determination No. 2 of 2017, *Salaries*.

See: Schedule B.8, Specialist Officer – Medical Officer

Division 4A: Specialist Officer – Aviation – increment placement, progression and transfer

3.2.47A Purpose

This Division provides for the increment placement, progression and transfer through the Officer Aviation Pay Structure for a member who is an Air Force Officer Aviation member.

3.2.47B Definitions

The following table provides a list of terms and their meanings that apply in this Division.

Term	Definition
Air Force Officer Aviation member	Has the same meaning as prescribed in Part A of DFRT Determination No. 2 of 2017, <i>Salaries</i> .
Aviation specialist	Has the same meaning as prescribed in Part A of DFRT Determination No. 2 of 2017, <i>Salaries</i> .
Officer Aviation Pay Structure	Means the salary structure under Part B Division 3 of DFRT Determination No. 2 of 2017, <i>Salaries</i> .
Relevant military service	Means service that meets all of these conditions. <ul style="list-style-type: none">a. The service was in the ADF or another military force.b. The service is relevant to the kind of work that the officer is appointed to do.c. The service was performed at a rank equivalent to the rank the officer is appointed to, or at a higher rank.

3.2.47C Member this Division does not apply to

This Division does not apply to a member who is an Air Force aviation specialist and meets any of the following.

- a. The member's experience level set out in Column 2 of Annex 3.2.E is higher than the maximum Officer Aviation increment that the aviation specialist would be placed on for their rank, specialist pathway and competency stream.
- b. The member has not reached the maximum aviation specialist experience level set out in their Officer Aviation Remuneration Structure aviation specialist agreement.
- c. The member's Officer Aviation Remuneration Structure aviation specialist agreement has not expired or been cancelled for Service reasons.

3.2.47D Increment placement – general

1. An Air Force Officer Aviation member is placed on the minimum increment for the rank to which they were last promoted under paragraph 13(1)(a) of the *Defence Regulation 2016* their rank relevant to their pathway and competency stream when the member becomes an Air Force Officer Aviation member or when an Air Force Officer Aviation member is promoted to a higher rank.
2. If section 3.2.47K or section 3.2.47N apply, the Air Force Officer Aviation member is placed on an Officer Aviation increment that corresponds to a rate of salary in either of the following schedules in DFRT Determination No. 2 of 2017, *Salaries*, that is equal to or greater than the rate of salary payable to the officer immediately before that day.
 - a. For a member of the Permanent Forces – Schedule B.14 Part 3.
 - b. For a member of the Reserves – Schedule B.14 Part 4.

Exception: An Air Force member promoted to the rank of Pilot Officer or Flying Officer.

3.2.47E Increment placement – experience at rank

An Air Force Officer Aviation member is placed on an Officer Aviation increment within their competency stream that corresponds to the number of years' experience that the member has at that rank.

Exception: If section 3.2.47F applies.

3.2.47F Increment placement – on promotion

1. If an Air Force Officer Aviation member is promoted, the member is placed on a higher Officer Aviation increment than the minimum if the member has previous service at their new rank or a higher rank.
2. For the purposes of subsection 1, previous service means any period of service that meets all of the following conditions.
 - a. The service was performed by the member at the member's new rank, or a higher rank.
 - b. The service was performed by the member at the standard of competence expected for the member's pathway and competency stream for the new rank, or a higher rank.
 - c. The service was performed by the member was for either of the following.
 - i. The service was performed at the member's new rank or at a higher rank for a continuous period of 12 months.
 - ii. The service is relevant military service performed for a cumulative period of at least 12 months and is considered by the CDF as being able to contribute to capability in the ADF.

3.2.47G Increment placement – on rank reduction

1. If an Air Force Officer Aviation member's rank is reduced for a reason under paragraph 14(1)(a), (b) or (c) of the *Defence Regulation 2016*, the CDF may place the member on an Officer Aviation increment of the lower rank for the member's pathway and competency stream.
2. CDF must take the following factors into consideration when making a decision under subsection 1.
 - a. The member's previous service at the lower rank.
 - b. The member's relevant service in the higher rank.
 - c. The circumstances of the reduction in rank.
3. If the CDF has reduced the member's rank under paragraph 14(1)(d) of the *Defence Regulation 2016*, the member is to be paid the rate of salary that corresponds with the Officer Aviation increment the member held immediately before the reduction in rank.

3.2.47H Increment placement – Air Force member who is an aviation specialist

An Air Force Officer Aviation member who was an Air Force aviation specialist immediately before becoming an Air Force Officer Aviation member is placed in the Officer Aviation Pay Structure as set out in the conversion table at Annex 3.2.E.

Note: Transfer from the Officer Aviation Specialist Structure to the Officer Aviation Pay Structure on the specialist pathway does not affect or change the member's increment advancement date.

3.2.47I Increment placement – on transfer between pathways and competency streams

1. This section applies to a member in any of the following circumstances.
 - a. The member's request to transfer pathway or competence has been approved.
 - b. The member's specialist pathway agreement expires.
 - c. The Service decides to transfer pathway or competence the member.
2. If an Air Force Officer Aviation member transfers to a different pathway, the following conditions apply.
 - a. If the member's Officer Aviation increment is at or above the maximum increment permitted by the gaining pathway and relevant competency stream, the member continues to hold their Officer Aviation increment.
 - b. If the member's Officer Aviation increment is above the minimum and below the maximum increment permitted by the gaining pathway and relevant competency stream, the member continues to hold their Officer Aviation increment.
 - c. If the member's Officer Aviation increment is below or equal to the minimum increment for the gaining pathway and relevant competency stream, the member is placed on the minimum increment for the member's rank, gaining pathway, and competency stream.

Exception: If the CDF has exercised the discretion provided at subsection 3.2.47J.3.

3. If an Air Force Officer Aviation member transfers to a different competency stream, the following conditions apply.
 - a. If the member's Officer Aviation increment is at or above the maximum increment permitted by the relevant pathway and gaining competency stream, the member continues to hold their Officer Aviation increment.
 - b. If the member's Officer Aviation increment is above the minimum and below the maximum increment permitted by the relevant pathway and gaining competency stream, the member continues to hold their Officer Aviation increment.
 - c. If the member's Officer Aviation increment is below or equal to the minimum increment for the relevant pathway and gaining competency stream, the member is placed on the minimum increment for the member's rank, pathway, and competency stream.

Exception: If the CDF has exercised the discretion provided at subsection 3.2.47J.4.

3.2.47J Increment placement – CDF discretions

1. This section does not apply to an Officer Cadet.
2. The CDF may place a member who is entering the Officer Aviation Pay Structure on an Officer Aviation increment that is between the following.
 - a. The minimum Officer Aviation increment for the member's rank, pathway and competency stream.
 - b. The maximum Officer Aviation increment for the member's rank, pathway and competency stream.
3. The CDF may place an Air Force Officer Aviation member who meets the conditions at paragraph 3.2.47I.2.c on an Officer Aviation increment that is above the minimum increment for the member's rank, gaining pathway and competency stream.
4. The CDF may place an Air Force Officer Aviation member who meets the conditions at paragraph 3.2.47I.3.c on an Officer Aviation increment that is above the minimum increment for the member's rank, pathway and gaining competency stream.
5. The CDF must take the following factors into consideration when making a decision under subsections 2, 3 or 4.
 - a. The member's experience, qualifications and skills.
 - b. The member's previous relevant military service.
 - c. The Officer Aviation increment the member would otherwise have been placed on in the Officer Aviation Pay Structure.
 - d. If an officer is reappointed — whether the qualifications, skills or training requirements for the rank have changed since the member last served.
 - e. If a member was reduced in rank — the reason for the reduction in rank.
 - f. If a member was reduced in rank and is later promoted to the rank they held previously before the reduction in rank — the periods of the member's service at the higher rank.
 - g. Any other matters relevant to the periods of service for increment advancement.

3.2.47K Air Force member who is not an aviation specialist – eligibility

An Air Force member who is not an aviation specialist and meets one of the following conditions becomes an Air Force Officer Aviation member the day after the conditions are met.

- a. If a member is in an air traffic control employment category and meets both of the following conditions.
 - i. The member has been promoted under paragraph 13(1)(a) of the *Defence Regulation 2016* to a rank between Flight Lieutenant and Group Captain, inclusive.
 - ii. The member has completed their initial minimum period of service.
- b. If a member is not in an air traffic control employment category and meets both of the following conditions.
 - i. The member has been promoted under paragraph 13(1)(a) of the *Defence Regulation 2016* to a rank between Flight Lieutenant and Group Captain, inclusive.
 - ii. The member meets the conditions for a relevant item in the table below.

Column 1 Item	Column 2 An officer who is promoted to the rank of...	Column 3 and who is paid at this increment in Schedule B.3 of DFRT Determination No. 2 of 2017, Salaries...	Column 4 and is in either of the following relevant pay grades in Part 4 of Schedule B.2 of DFRT Determination No. 2 of 2017, Salaries.
1.	Flight Lieutenant	O3 – 5	a. For legacy employment categories — pay grade 10. See: Meaning of 'legacy employment category' in section A.1.12 of DFRT Determination No. 2 of 2017, Salaries. b. For competency progression employment categories — between pay grade 5 and pay grade 9, inclusive.
2.	Squadron Leader	O4 – 2	
3.	Wing Commander	O5 – 1	
4.	Group Captain	O6 – 1	

Exception: A member who meets all of the following conditions.

- a. The member is not in an air traffic control employment category.
- b. The member has been promoted from Flight Lieutenant to Squadron Leader.
- c. The member was paid an increment between O3 – 0 and O3 – 4, inclusive, in Schedule B.3 of DFRT Determination No. 2 of 2017, *Salaries*, immediately before being promoted to Squadron Leader.
- d. The member is in a competency progression employment category between pay grade 5 and pay grade 9, inclusive, in Part 4 of Schedule B.2 of DFRT Determination No. 2 of 2017, *Salaries*.

See: Subsection 3.2.47D.2, Increment placement – general

- c. If a member in Officer Aviation meets either of the following conditions.
- i. The member is paid at increment O3 – 3 in Schedule B.4 of DFRT Determination No. 2 of 2017, *Salaries*.
 - ii. The member's rate of salary is administered by table item 1.c, 2.a.ii, or 2.b.ii in section B.2.5 of DFRT Determination No. 2 of 2017, *Salaries*, and the member's salary under Schedule B.14, Part 3 or Part 4, of DFRT Determination No. 2 of 2017, *Salaries*, that corresponds to the member's Force, rank, pathway, competency stream and increment would be equal to or greater than the rate of salary than that determined by any of the table items, as adjusted from time to time.

See: The meaning of 'Officer Aviation' is provided at subsection A.1.11.3 of DFRT Determination No. 2 of 2017, *Salaries*.

3.2.47L Increment advancement

1. An Air Force Officer Aviation member may advance to the next Officer Aviation increment within the member's rank, pathway and competency stream at the end of the **advancement period**, if all of the following conditions have been met.
 - a. The member's Officer Aviation increment is below the top increment for the member's rank, pathway and competency stream.
 - b. The member has carried out their duties at the standard of competence for the member's rank, pathway and competency stream in the year commencing on the later of the following dates.
 - i. The day of the member's appointment as an officer.
 - ii. The day of the member's most recent promotion.
 - iii. The day of the member's last increment.
 - c. The member has completed the advancement period since one of the following events.
 - i. The day the member was appointed as an officer.
 - ii. The day the member was last promoted.
 - iii. The day the member last received increment advancement.
 - iv. The day the member transferred to the specialist pathway.
 - v. The day the officer completed the advancement period after the latter of paragraph i, ii, iii or iv, but did not meet the condition under paragraph b.
2. An Air Force Officer Aviation member may not receive more than one increment advancement under this section in any 12 month period.

Note: The transition provisions set out in DFRT Determination No. 3 of 2018, *Salaries* — Officer Aviation Pay Structure — amendment provides additional rules for increment advancement for some members.

3. For the purposes of subsection 1, advancement period is any of the following periods of service.
 - i. For a member in the Permanent Forces — 12 months of service.
 - ii. For a member in the Reserves (providing Reserve service and continuous full-time service) — 20 or more days of Reserve service in a 12 month period.
 - iii. For a member who served in both the Permanent Forces and Reserves in a 12 month period — 20 days of service.

Note: Any period when the member is on leave without pay or is absent without leave cannot be counted.

4. For the purposes of subsection 3, a day of Reserve service is calculated based on the proportion of the daily rate the member is paid for the duty under section A.1.5 of DFRT Determination No. 2 of 2017, *Salaries*.

Example: If a member is paid one third of the daily rate under section A.1.5 of DFRT Determination No. 2 of 2017, *Salaries* the member has completed one third of a days' Reserve service.

5. If an Air Force Officer Aviation member does not advance to the next increment as a result of not meeting the condition under paragraph 1.b, the member may be eligible for increment advancement four months from the day on which the officer didn't advance.

Note: Increment advancement under this subsection does not affect the date a member may be eligible for their next increment advancement under subsection 1.

3.2.47M Transfer to the specialist pathway

If an Air Force Officer Aviation member transfers to the specialist pathway from another pathway in the Air Force Officer Aviation Pay Structure, the member retains their Officer Aviation increment.

3.2.47N Transfer from other salary structures into the Officer Aviation Pay Structure

1. This subsection applies to an Other Rank member who becomes an Air Force Officer Aviation member and both of the following apply.
 - a. The member has been placed on an Officer Aviation increment under this Division.
 - b. Unless the rate of salary that the member would have been paid under the Officer Aviation Pay Structure is higher than the member's current rate of salary, the member continues to be paid that rate of salary until the member's Officer Aviation increment rate of salary under paragraph a. is equal to or greater than the member's current rate of salary.

Exception: An Other Rank member who is directed to act at a higher rank.

Note: Increment advancement under section 3.2.47L applies.

2. If a member is transferred from any salary structure to the Air Force Officer Aviation Pay Structure for Service reasons, the member is to be paid a rate of salary determined by subsection 3.2.47D.2.

Division 5: Salary non-reduction provisions

3.2.48 Purpose

This Division sets out the way a member's salary rate can be preserved for a period when it would otherwise be reduced.

Note: This Division does not apply to an other rank member on appointment and commissioning.

See: DFRT Determination No. 2 of 2017, *Salaries*, Division B.2 section B.2.5, Rate of salary on advancement from Other rank

3.2.49 Definitions

This table defines terms used in this Division.

Term	Definition
Relevant employment category	Means an employment category listed in column 1 in any of the following locations for the purposes of salary non-reduction. a. Annex 3.2.B – Salary non-reduction – members with the rank of Warrant Officer Class 1 or lower b. Annex 3.2.C – Salary non-reduction – Flight test engineers c. Annex 3.2.D – Salary non-reduction – Officers

3.2.50 Member this Division applies to

This Division applies to a member whose salary would otherwise reduce in one of the following circumstances.

- The member's Service transfers them from one employment category to another employment category.
- The employment category the member holds is transferred to a lower pay grade by the DFRT.
- The employment category the member holds is restructured.
- The specialist career structure that the member is paid under is restructured.

- e. The member is promoted from the rank of Colonel to Brigadier, and the member was formerly in any of the following classes.
- i. The member was formerly paid a salary for pay grade 9 or 10, derived from Part 1 or 2 of Schedule B.3 of DFRT Determination No. 2 of 2017, *Salaries*.
See: DFRT Determination No. 2 of 2017, *Salaries*, Schedule B.3, Officer salary rates
 - ii. The member's salary was formerly derived from Schedule B.6 of DFRT Determination No. 2 of 2017, *Salaries*.
See: DFRT Determination No. 2 of 2017, *Salaries*, Schedule B.6, Specialist Officer – Dental Officer
 - iii. The member's salary was formerly derived from Schedule B.7 of DFRT Determination No. 2 of 2017, *Salaries*.
See: DFRT Determination No. 2 of 2017, *Salaries*, Schedule B.7, Specialist Officer – Legal Officer
 - iv. The member's salary was formerly derived from Schedule B.8 of DFRT Determination No. 2 of 2017, *Salaries*.
See: DFRT Determination No. 2 of 2017, *Salaries*, Schedule B.8, Specialist Officer – Medical Officer

3.2.51 Member this Division does not apply to

This Division does not apply to a member whose salary would reduce in any of the following circumstances.

- a. The member's performance of duty is not satisfactory.
- b. The member is subject to disciplinary action.
- c. The member is subject to administrative sanction.
- d. The member chooses to transfer to another employment category.
- e. The member is reduced in rank.
- f. The member ceases to hold a competency that exists under the specialist career structure, for which salary was previously payable to the member.
- g. The Defence Force Remuneration Tribunal has determined a transitional salary structure for the member that would provide salary non-reduction for the member.

3.2.52 Salary non-reduction period

1. Salary is payable to a member at the rate of salary payable to them immediately before they became eligible under this Division, for a period set out in subsection 3. This is known as a salary non-reduction period.
2. A member's non-reduction salary rate may be adjusted in accordance with the following conditions if applicable.
 - a. The member may continue to be paid an annual increment of salary. The incremental rate is payable as if the pay grade or specialist career structure for which the member's salary non-reduction is payable had continued to operate.
 - b. The preserved rate (if applicable) payable to the member is adjusted in the same proportion as any general salary increase determined from time to time for the ADF by the Defence Force Remuneration Tribunal.

See: Division 3, Increments

- c. A specialist officer may be taken to continue to hold a salary under a scale of rates that has previously been preserved for the specialty, if express transition or conversion arrangements are not made for the officer.
3. For subsection 1, the salary non-reduction period applies to a member for the relevant period set out in the following table.

Item	For a member...	the salary non-reduction period begins...	and ends...
1.	with the rank of Warrant Officer Class 1 or lower who occupies a relevant employment category and meets any conditions specified for that category in column 1 of either Part 1 or Part 2 of Annex 3.2.B	on the day listed in column 2 of the relevant Part of Annex 3.2.B	on the earlier of the following days. <ol style="list-style-type: none">a. The day listed in column 3 of the relevant Part of Annex 3.2.B.b. The day the member ceases to meet a condition specified for the relevant category.
2.	who is an officer and occupies a relevant employment category listed in column 1 of Annex 3.2.C	on the day listed in column 2 of Annex 3.2.C	on the day listed in column 3 of Annex 3.2.C
3.	who is a specialist officer described in column 1 of Part 1 Annex 3.2.D	on the day listed in column 2 of Part 1 Annex 3.2.D	on the day listed in column 3 of Part 1 Annex 3.2.D.

Item	For a member...	the salary non-reduction period begins...	and ends...
4.	who is an officer and occupies a relevant employment category listed in column 1 of Part 2 Annex 3.2.D	on the day listed in column 2 of Part 2 Annex 3.2.D	on the day listed in column 3 of Part 2 Annex 3.2.D.
5.	not described in table item 1, 2, 3 or 4	on the day the member becomes eligible under section 3.2.50	on the later of the following days. a. After 18 months. b. A day later than 18 months decided by the CDF.

4. A member's salary non-reduction period ends if the salary payable to the member under schedule B.3, B.10 or B.12 of DFRT Determination No. 2 of 2017, *Salaries*, increases to a rate higher than the rate that is payable to the member under subsection 1.

See: Part 1
Schedule B.3, Officer salary rates
Schedule B.10, Warrant Officer Class 1 salary rates
Schedule B.12, Other Rank salary rates

3.2.53 Service during salary non-reduction period to count for certain purposes

1. The member's service during a period of salary non-reduction is to be treated as service for determining rank and incremental advancement.
2. This section does not apply if the member's rank or pay grade has been reduced for reasons other than those listed in section 3.2.50.

See: Section 3.2.50, Member this Division applies to

3.2.54 Salary non-reduction for a member posted as Recruit Instructor

1. A member who is posted as a Recruit Instructor to the Army 1st Recruit Training Battalion is to be paid the rate of salary they held immediately before the posting for the period of the posting.
2. This section ceases to apply if the member would be in a higher pay grade in the recruit instructor employment category.

3.2.55 Retention of pay grade

A member who ceases to be eligible for a pay grade may continue to be paid, at the rate applicable for the member's rank and increment in that pay grade, if all of the following circumstances are met.

- a. The CDF determines the member remains liable to serve in the employment category and (if relevant) the classification that the pay grade related to.
- b. The CDF approves the payment at that pay grade if it is reasonable having regard to the following.
 - i. For an other rank member – whether the member holds qualifications otherwise required for payment at that pay grade, for a period of up to three years.
 - ii. For a Warrant Officer Class 1 – any relevant instruction or direction made under sections 9 and 10 of the *Defence Act 1903*.
 - iii. For an officer – any relevant instruction or direction made under sections 9 and 10 of the *Defence Act 1903*.

3.2.56 Non-reduction supplement for Other Rank members

1. A non-reduction supplement is to be paid to a member who meets both the following conditions.
 - a. On any day after 23 December 2008 and before 1 July 2009, the member is paid salary at a rate higher than that payable under schedule B.10 or B.12 of DFRT Determination No. 2 of 2017, *Salaries*, as amended from time to time.
 - b. The higher rate represents a rank increment or pay grade and employment category combination that ceased to exist in DFRT Determination No. 2 of 2017, *Salaries*, on 24 December 2008.
2. The rate of non-reduction supplement is the difference between the rate described in paragraph 1.a and the rate payable to the member under DFRT Determination No. 2 of 2017, *Salaries*, paid to the member as both the following amounts.
 - a. A one-off payment for the period 24 December 2008 to 27 February 2009.
 - b. A fortnightly payment.
3. This section ceases to apply to a member from the earliest of the following days.
 - a. The day that the rate of salary payable to the member under DFRT Determination No. 2 of 2017, *Salaries*, as amended from time to time, is equal to or higher than the rate of salary payable under this section.
 - b. The day that there is a subsequent change of circumstances of the member that would end or vary the entitlement to the rank and pay grade on which the non-reduction supplement was based.

Example: The member is reduced in rank or voluntarily changes employment category to work in a new trade.
 - c. The day the amount is replaced under a new Workplace Remuneration Arrangement by determination of the DFRT.

3.2.57 Non-reduction supplement for Other Rank members of the Reserves

1. A non-reduction supplement is to be paid to a member of the Reserves who meets both the following conditions.
 - a. On any day after 23 December 2008 and before 30 September 2009, the member is paid salary at a daily rate higher than that payable to the member under schedule B.10 or B.12 of DFRT Determination No. 2 of 2017, *Salaries*, as amended from time to time.

See: Part 1
Schedule B.10, Warrant Officer Class 1 salary rates
Schedule B.12, Other Rank salary rates
 - b. The higher rate represents a rank increment or pay grade and employment category combination that ceased to exist in DFRT Determination No. 2 of 2017, *Salaries*, on 24 December 2008.
2. The rate of non-reduction supplement is the difference between the daily rate described in paragraph 1.a and the daily rate payable to the member under DFRT Determination No. 2 of 2017, *Salaries*.
3. This section ceases to apply to a member from the earliest of the following days.
 - a. The day that the rate of salary payable to the member under DFRT Determination No. 2 of 2017, *Salaries*, as amended from time to time, is equal to or higher than the rate of salary payable under this section.
 - b. The day that there is a subsequent change of circumstances of the member that would end or vary the entitlement to the rank and pay grade on which the non-reduction supplement was based.

Example: The member is reduced in rank or voluntarily changes employment category to work in a new trade.
 - c. The day the amount is replaced under a new Workplace Remuneration Arrangement by determination of the DFRT.

3.2.58 Movements between Reserve service and continuous full-time service

1. This section applies to a member in receipt of a non-reduction supplement who moves between Reserve service and continuous full-time service.
2. For any period of continuous full-time, the member is to be paid the non-reduction supplement at an annual rate, as if section 3.2.56 applied to the member.
3. For the period of Reserve service, the member is to be paid the non-reduction supplement at a daily rate worked out under section 3.2.57.

Note: Continuous full-time service includes service by a member in the Permanent Forces.

Annex 3.2.A: Transitional increment conversion table for Reservists

Column 1			Column 2	Column 3	Column 4	Column 5
If the member holds this rank...			and held this increment level on 1 July 2015...	then on 2 July they are taken to hold this increment level...	and advance to this increment level on their first increment anniversary date on or after 2 July 2015...	and advance to this increment on their second increment anniversary date after 1 July 2015...
Navy	Army	Air Force				
Seaman	Private	Aircraftman/Aircraftwoman				
Able Seaman	Private (Proficient)	Leading Aircraftman/Aircraftwoman	0	0	0	0
	Lance Corporal					
	Staff Sergeant					
Leading Seaman	Corporal	Corporal			one year after entry to increment 0, advance to 1	2
Petty Officer	Sergeant	Sergeant	0	0	two years after entry to increment 0, advance to 2	2
Lieutenant Commander	Major	Squadron Leader	0	one year after entry to 0, advance to increment 1*	2	2
			1	2	2	2

Column 1			Column 2	Column 3	Column 4	Column 5
If the member holds this rank...			and held this increment level on 1 July 2015...	then on 2 July they are taken to hold this increment level...	and advance to this increment level on their first increment anniversary date on or after 2 July 2015...	and advance to this increment on their second increment anniversary date after 1 July 2015...
Navy	Army	Air Force				
Warrant Officer	Warrant Officer Class One	Warrant Officer	0	0	1	1
Chief Petty Officer	Warrant Officer Class Two	Flight Sergeant				
Acting Sub-Lieutenant	Second Lieutenant	Pilot Officer				
Commander	Lieutenant Colonel	Wing Commander	1	1	1	1
Commodore	Brigadier	Air Commodore				
Rear Admiral	Major-General	Air-Vice Marshal				
Sub-Lieutenant	Lieutenant	Flying Officer	0	0	one year after entry to increment 0, advance to 1	2
					two years after entry to increment 0, advance to 2	3
			0	one year after entry to 0, advance to 1*	2	3
			1	2	3	3
			1	two years after entry to 1, advance to 3*	3	3

Column 1			Column 2	Column 3	Column 4	Column 5
If the member holds this rank...			and held this increment level on 1 July 2015...	then on 2 July they are taken to hold this increment level...	and advance to this increment level on their first increment anniversary date on or after 2 July 2015...	and advance to this increment on their second increment anniversary date after 1 July 2015...
Navy	Army	Air Force				
Lieutenant	Captain	Flight Lieutenant	0	0	one year after entry to increment 0, advance to 1	2
					two years after entry to increment 0, advance to 2	3
			0	one year after entry to 0, advance to 1*	2	3
			1	2	one year after entry to increment 2, advance to 3	4
					two years after entry to increment 2, advance to 4	5
			1	two years after entry to 1, advance to 3*	4	5
			2	4	5	5
			2	one or more years after entry to 2, advance to 5*	5	5
Captain	Colonel	Group Captain	0	0	1	1
			0	one or more years after entry to increment 0, advance to 1*	1	1

***Note:** As at 1 July 2015, the rates for these increments levels do not exist or are different to those in force on and after 2 July 2015. A member may move onto a new rate as early as 2 July 2015 if that is their increment advancement date.

Annex 3.2.B: Salary non-reduction – members with the rank of Warrant Officer Class 1 or lower

Part 1: Members with the rank of Warrant Officer Class 1

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	ARMY		
	Pay grade 2		
1.	Operator Catering Manager Grade 1	1 July 2014	30 June 2019.
	Pay grade 3		
2.	Operator Catering Manager Grade 2	1 July 2014	30 June 2019.
	Pay grade 5		
3.	Special Forces Signaller (S3) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
4.	Special Operations Engineer Regiment Trained Additional Specialist (S2) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
5.	Special Operations Engineer Regiment Trained Member (S1) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
	Pay grade 6		
6.	Manager Surveillance Target Acquisition	1 January 2016	31 December 2018.
7.	Special Forces Signaller (S3) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
8.	Special Operations Engineer Regiment Trained Additional Specialist (S2) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
9.	Special Operations Engineer Regiment Trained Member (S1) – Tier A on 3 December 2014	18 December 2014	17 December 2019.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 7		
10.	Manager Surveillance Target Acquisition	1 January 2016	31 December 2018.
11.	Special Forces Signaller (S3) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
12.	Special Operations Engineer Regiment Trained Additional Specialist (S2) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
13.	Special Operations Engineer Regiment Trained Member (S1) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
	Pay grade 8		
14.	Manager Surveillance Targeting Acquisition	1 January 2016	31 December 2018.
15.	Special Forces Signaller (S3) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
16.	Special Operations Engineer Regiment Trained Additional Specialist (S2) – Tier A on 3 December 2014	18 December 2014	17 December 2019.
17.	Special Operations Engineer Regiment Trained Additional Specialist (S2) RSM – Tier A on 3 December 2014	18 December 2014	17 December 2019.
18.	Supervisor Commando Operations – Tier A on 3 December 2014	18 December 2014	17 December 2017.
	Pay grade 9		
19.	Category B SAS Trooper (S7) – Tier A on 3 December 2014	18 December 2014	17 December 2019.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	AIR FORCE		
	Pay grade 3		
20.	Security Police Grade 1 – Military Working Dog Handler on 3 July 2013	4 July 2013	3 July 2016.
21.	Security Police Grade 1 – Security and Law Enforcement on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 4		
22.	Security Police Grade 2 – Security and Law Enforcement on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 5		
23.	Flight Engineer on pay grade 5 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.
24.	Security Police Grade 3 – Service Investigator on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 6		
25.	Flight Engineer on pay grade 6 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.
26.	Security Police Grade 4 – Service Investigator on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 7		
27.	Flight Engineer on pay grade 7 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 8		
28.	Flight Engineer on pay grade 8 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.

Part 2: Members with the rank of Warrant Officer Class 2 or lower

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	ARMY		
	Pay grade 1		
1A.	Military Police Grade 1	16 November 2016	17 November 2018.
1.	Operator Catering Assistant	1 July 2014	30 June 2019.
2.	Operator Catering Grade 1	1 July 2014	30 June 2019.
3.	Operator Catering Grade 2	1 July 2014	30 June 2019.
	Pay grade 2		
4A.	Military Police Grade 2	16 November 2016	17 November 2018.
4.	Operator Catering Advanced Grade 1	1 July 2014	30 June 2019.
5.	Operator Catering Grade 3	1 July 2014	30 June 2019.
6.	Operator Catering Grade 4	1 July 2014	30 June 2019.
7.	Operator Catering Manager Grade 1	1 July 2014	30 June 2019.
8.	Operator Catering Supervisor Grade 1	1 July 2014	30 June 2019.
9.	Operator Radar Grade 1	4 March 2013	3 March 2016.
10.	Operator Radar Grade 1 (Reserve)	1 January 2016	31 December 2018

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 3		
11.	Operator Catering Advanced Grade 2	1 July 2014	30 June 2019.
12.	Operator Catering Manager Grade 2	1 July 2014	30 June 2019.
13.	Operator Catering Supervisor Grade 2	1 July 2014	30 June 2019.
14.	Operator Radar Grade 2	4 March 2013	3 March 2016.
15.	Operator Radar Grade 3	4 March 2013	3 March 2016.
16.	Operator Radar Grade 5	4 March 2013	3 March 2016.
17.	Operator Radar Grade 2 (Reserve)	1 January 2016	31 December 2018
18.	Operator Radar Grade 3 (Reserve)	1 January 2016	31 December 2018
19.	Operator Radar Grade 5 (Reserve)	1 January 2016	31 December 2018
20.	Special Forces Signaller (S3) on 3 December 2014	18 December 2014	17 December 2019.
21.	Special Operations Engineer Regiment Trained Member (S1) on 3 December 2014	18 December 2014	17 December 2019.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 4		
22.	Operator Radar Grade 4	4 March 2013	3 March 2016.
23.	Operator Radar Grade 7	4 March 2013	3 March 2016.
24.	Operator Radar Grade 4 (Reserve)	1 January 2016	31 December 2018
25.	Operator Radar Grade 7 (Reserve)	1 January 2016	31 December 2018
26.	Special Forces Signaller (S3) on 3 December 2014	18 December 2014	17 December 2019.
27.	Special Operations Engineer Regiment Trained Additional Specialist (S2) on 3 December 2014	18 December 2014	17 December 2019.
28.	Special Operations Engineer Regiment Trained Member (S1) on 3 December 2014	18 December 2014	17 December 2019.
	Pay grade 5		
29.	Operator Radar Grade 6	4 March 2013	3 March 2016.
30.	Operator Radar Grade 8	4 March 2013	3 March 2016.
31.	Operator Radar Grade 6 (Reserve)	1 January 2016	31 December 2018
32.	Operator Radar Grade 8 (Reserve)	1 January 2016	31 December 2018
33.	Special Forces Signaller (S3) on 3 December 2014	18 December 2014	17 December 2019.
34.	Special Operations Engineer Regiment Trained Additional Specialist (S2) on 3 December 2014	18 December 2014	17 December 2019.
35.	Special Operations Engineer Regiment Trained Member (S1) on 3 December 2014	18 December 2014	17 December 2019.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 6		
36.	Manager Surveillance Target Acquisition	1 January 2016	31 December 2018.
37.	Special Forces Signaller (S3) on 3 December 2014	18 December 2014	17 December 2019.
38.	Special Operations Engineer Regiment Trained Additional Specialist (S2) on 3 December 2014	18 December 2014	17 December 2019.
39.	Special Operations Engineer Regiment Trained Member (S1) on 3 December 2014	18 December 2014	17 December 2019.
	Pay grade 7		
40.	Category B Commando (S4) on 3 December 2014	18 December 2014	17 December 2019.
41.	Special Forces Signaller (S3) on 3 December 2014	18 December 2014	17 December 2019.
42.	Special Operations Engineer Regiment Trained Additional Specialist (S2) on 3 December 2014	18 December 2014	17 December 2019.
43.	Special Operations Engineer Regiment Trained Member (S1) on 3 December 2014	18 December 2014	17 December 2019.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 8		
44.	Category B Commando (S5) on 3 December 2014	18 December 2014	17 December 2019.
45.	Section Commander Commando on 3 December 2014	18 December 2014	17 December 2017.
45A.	Commando Grade 4 on 17 December 2014	18 December 2014	17 December 2019.
46.	Special Forces Signaller (S3) on 3 December 2014	18 December 2014	17 December 2019.
47.	Special Operations Engineer Regiment Trained Additional Specialist (S2) on 3 December 2014	18 December 2014	17 December 2019.
48.	Supervisor Commando Platoon Operations on 3 December 2014	18 December 2014	17 December 2017.
49.	Supervisor Commando Operations on 3 December 2014	18 December 2014	17 December 2017.
	Pay grade 9		
50.	Category B SAS Trooper (S7) on 3 December 2014	18 December 2014	17 December 2019.
AIR FORCE			
	Pay grade 3		
51.	Any Air Force member who accepted an offer of enlistment as Security Police (Military Working Dog Handler or Security and Law Enforcement) prior to 4 July 2013.	date of graduation from initial employment training	the day three years from the date of graduation.
52.	Security Police Grade 1 – Security and Law Enforcement on 3 July 2013	4 July 2013	3 July 2016.
53.	Security Police Grade 1 – Military Working Dog Handler on 3 July 2013	4 July 2013	3 July 2016.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 4		
54.	Geospatial Imagery Intelligence Analyst Grade 1	14 February 2013	13 February 2018.
55.	Signals Operator Linguist Grade 1	14 February 2013	13 February 2018.
56.	Signals Operator Technical Grade 1	14 February 2013	13 February 2018.
57.	Security Police Grade 2 – Security and Law Enforcement on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 5		
58.	Flight Engineer on pay grade 5 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.
59.	Geospatial Imagery Intelligence Analyst Grade 2	14 February 2013	13 February 2018.
60.	Signals Operator Linguist Grade 2	14 February 2013	13 February 2018.
61.	Signals Operator Technical Grade 2	14 February 2013	13 February 2018.
62.	Security Police Grade 3 – Service Investigator on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 6		
63.	Flight Engineer on pay grade 6 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.
64.	Geospatial Imagery Intelligence Analyst Manager	14 February 2013	13 February 2018.
65.	Geospatial Imagery Intelligence Analyst Supervisor	14 February 2013	13 February 2018.
66.	Signals Operator Linguist General	14 February 2013	13 February 2018.
67.	Signals Operator Linguist Analyst	14 February 2013	13 February 2018.

Item	Column 1 Relevant pay grade, employment category and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
68.	Signals Operator Technical Analyst	14 February 2013	13 February 2018.
69.	Security Police Grade 4 – Service Investigator on 3 July 2013	4 July 2013	3 July 2016.
	Pay grade 7		
70.	Flight Engineer on pay grade 7 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.
71.	Senior Manager Processing	14 February 2013	13 February 2018.
72.	Senior Manager Technical	14 February 2013	13 February 2018.
73.	Signals Operator Linguist Advanced	14 February 2013	13 February 2018.
74.	Signals Operator Linguist Advanced Analyst	14 February 2013	13 February 2018.
75.	Signals Operator Technical Advanced Analyst	14 February 2013	13 February 2018.
	Pay grade 8		
76.	Flight Engineer on pay grade 8 the day prior to remuster to another Airmen Aircrew mustering	date of remuster to another Airmen Aircrew mustering	the day five years from the date of remuster to another Airmen Aircrew mustering.
	NAVY		
	Pay grade 3		
77.	Maritime Logistics Personnel Operations – Grade 2	8 March 2018	7 March 2021.

Annex 3.2.C: Salary non-reduction – Flight test engineers

Column 1	Column 2	Column 3
Relevant employment category	Date of effect	Date of cessation
NAVY		
Pay grade 7 Flight Test Engineer	9 August 2007	13 August 2019
AIR FORCE		
Pay grade 7 Flight Test Engineer	9 August 2007	13 August 2019
Pay grade 9 Flight Test Engineer	9 August 2007	13 August 2019
Pay grade 10 Flight Test Engineer	9 August 2007	13 August 2019

Annex 3.2.D: Salary non-reduction – Officers

Part 1 – Specialist officer career structure

Item	Column 1 Specialist employment category, level, and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
1.	Reserve Force legal officer Major (E) Legal Level 4-1	31 January 2013	31 January 2016

Part 2 – Officers

Item	Column 1 Specialist employment category, level, and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 3		
1.	Engineer Officer – Engineering Officer Grade 3 on 30 June 2018 and compulsorily transferred by their Service	1 July 2018	1 July 2021.
	Pay grade 4		
2.	Engineer Officer – Engineering Officer Grade 4 on 30 June 2018 and compulsorily transferred by their Service	1 July 2018	1 July 2021.
	Pay grade 5		
3.	Engineer Officer – Engineering Officer Grade 5 on 30 June 2018 and compulsorily transferred by their Service	1 July 2018	1 July 2021.
	Pay grade 6		
4.	Engineer Officer – Engineering Officer Grade 6 on 30 June 2018 and compulsorily transferred by their Service	1 July 2018	1 July 2021.

Item	Column 1 Specialist employment category, level, and conditions (if any)	Column 2 Salary non-reduction begins on...	Column 3 and ends on...
	Pay grade 7		
5.	Engineer Officer – Engineering Officer Grade 7 on 30 June 2018 and compulsorily transferred by their Service	1 July 2018	1 July 2021.

Annex 3.2.E: Officer Aviation Specialist Structure to Officer Aviation Pay Structure — conversion table

Column 1 Item	Column 2 Aviation Specialist experience level	Column 3 Officer Aviation increment equivalent
1.	AS 0	OA 8
2.	AS 1	OA 9
3.	AS 2	OA 10
4.	AS 3	OA 11
5.	AS 4	OA 12
6.	AS 5	OA 13
7.	AS 6	OA 14
8.	AS 7	OA 15
9.	AS 8	OA 16
10.	AS 9	OA 17
11.	AS 10	OA 18
12.	AS 11	OA 19
13.	AS 12	OA 20
14.	AS 13	OA 21
15.	AS 14	OA 22
16.	AS 15	OA 23
17.	AS 16	OA 24
18.	AS 17	OA 25
19.	AS 18	OA 26
20.	AS 19	OA 27
21.	AS 20	OA 28
22.	AS 21	OA 29
23.	AS 22	OA 30
24.	AS 23	OA 31
25.	AS 24	OA 32
26.	AS 25	OA 33
27.	AS 26	OA 34
28.	AS 27	OA 35
29.	AS 28	OA 36
30.	AS 29	OA 37

Part 3: Salary packaging

This Part is reserved for publication in the *ADF Pay and Conditions Manual* of an administrative description of flexible remuneration packaging (salary packaging).

Part 4: Overpayments and recovery

3.4.1 Overview

This Part describes what happens if a member is paid more than their entitlement.

3.4.2 Overpayment

1. If a member has been paid more than they are entitled to, they must repay to the Commonwealth the difference between their entitlement and the amount they were paid.

Example: If the member received vehicle allowance, travelling allowance, or used a travel **card** in advance and they do not undertake the travel, they must repay the whole amount. If the travel is shorter than expected, they must repay the excess part of the allowance.

2. When tax has been deducted from the amount overpaid and the amount was paid in a previous financial year, then either of these two options is available.
 - a. Defence will amend the member's Payment Summary for the previous financial year. The member must then amend their income tax return for that year by excluding the overpaid amount. The member will receive a refund from the Australian Taxation Office of the tax overpaid. The member repays the overpaid amount, including any Pay as You Go (PAYG) Withholding, to Defence.
 - b. The member's gross salary is reduced by the gross amount overpaid.

Example: A member received a promotion but was paid a higher salary from an incorrect date. They were not notified of the error until after 1 July. The member repays the gross amount either in full or by instalments, by arranging for a reduction in their gross salary.

3.4.3 Recovery of overpayment

1. Defence may recover an overpaid amount of salary or allowances from the salary and allowances that are or become payable to a member.
2. The Commonwealth reserves the right to recover the overpaid salary or allowances by other means.

Part 5: Retention and completion benefits

3.5.1 Overview

This Part contains guidelines for a range of payments that encourage certain members to continue serving in the Permanent Forces.

3.5.2 Calculating effective service for a member on a flexible service determination

1. This section applies to a member who is on a flexible service determination and who is eligible for a retention or completion bonus.
2. A member's effective service under this Part is calculated each fortnight by multiplying each day in a member's pattern of service by 1.4. The total number of days of effective service in a fortnight must not exceed 14.
3. Each day in a member's pattern of service, used to calculate effective service under subsection 2, includes the following.
 - a. Each full day of duty in the fortnight.
 - b. Each combination of part days of duty in the fortnight that add up to eight hours.

3.5.3 Contents

This Part includes the following Divisions.

Division 1	Military Superannuation and Benefits Scheme retention benefit – overview
Division 2	Bonus framework
Division 3	Completion bonuses
Division 4	Navy – Electronics Technical (junior sailor)
Division 5	Navy – Marine Technical and Electronics Technical (sailors)
Division 6	ADF gap year – educational bonus
Division 7	Army – High Readiness Reserve completion bonus
Division 8	Air Force – High Readiness Reserve completion bonus
Division 9	Navy – Individuals critical to Navy capability
Division 10	Army – 1st Recruit Training Battalion recruit instructors scheme
Division 11	Medical Officers professional development financial support scheme
Division 12	Army – targeted rank and employment category completion bonus

Division 1: Military Superannuation and Benefits Scheme retention benefit – overview

This Division is reserved for publication in the *ADF Pay and Conditions Manual* of an administrative description of the main features of the Military Superannuation and Benefits Scheme retention benefit authorised under Part 8 of the *Military Superannuation and Benefits Act 1991*.

Division 2: Bonus framework

3.5.4 Purpose

This Division intends to provide the following outcomes.

- a. It sets out a single framework for benefits paid in the form of a retention bonus under section 58B of the *Defence Act 1903*.
- b. Members in individual positions necessary to capability in a critical trade or work unit are retained.
- c. Reduction of personnel numbers to levels below that required to sustain operational or supporting capability is prevented.
- d. Members are retained in individual positions critical to their Service's capability.

3.5.5 Some concepts used in this Division

1. An agreed period of service is a period of up to three years which the member agrees to serve in a specified position, employment category or primary qualification in return for a bonus under this Division.
2. A current capability shortage is critical when both the following conditions are met.
 - a. A position requirement cannot be met with fit, trained and available personnel, within respite rules.
 - b. Failure to meet the position requirement impacts negatively on delivery of Service capability.
3. A workforce structure shortage is critical when some or all of the recruiting, retention, training throughput, strength and future health elements of the employment category combine so that the shortage in numbers is unlikely to recover within five years.

3.5.6 Member eligible for a bonus

A member's is eligible for a retention bonus under this section if the member meets all of the following conditions.

- a. The member is offered a retention bonus.
- b. They are a member of the Permanent Forces or a member of the Reserves on continuous full-time service.
- c. The member has completed their initial minimum period of service.
See: Chapter 1 Part 3 Division 3 section 1.3.29A, Initial minimum period of service
- d. The member is not on a return of service obligation.

See: Chapter 1 Part 3 Division 3 section 1.3.69, Return of service obligation.

3.5.7 Member who is not eligible for a bonus

A member who meets any of the following circumstances is not eligible to be offered a bonus under this Division.

- a. The member is medically unfit for service and the unfitness is expected to continue for a period of two years or more.
- b. The member has less than two years to serve until the end of the member's fixed period of service.

Exception: The CDF has extended the member's fixed period of service to cover the period of service required for the bonus.

- c. The member has less than two years to serve until the latter of the following days.
 - i. The day the member reaches retirement age.
 - ii. The last day that the CDF has allowed the member to serve beyond the member's retirement age.

See: Paragraph 23(2)(b) of the *Defence Regulation 2016*

- d. The member has been given a notice for the purpose of termination under subsection 24(2) of the *Defence Regulation 2016*.

3.5.8 Offer of a bonus

1. The CDF or the member's Service Chief may determine the following, having regard to the factors provided under section 3.5.9.
 - a. A bonus up to a maximum of \$100,000 for the period of service determined under paragraph b.
 - b. A fixed period of service to be performed by the member between one and three years.

Note: The determined period of service must not include any past periods of service.

2. The offer of a bonus determined under subsection 1 may be made by the following positions.
 - a. If determined by the CDF—Any of the following.
 - i. Chief of Staff – ADF Headquarters.
 - ii. Director General Navy People.
 - iii. Director General Personnel – Army.
 - iv. Director General Personnel – Air Force.
 - b. If determined by the Chief of Navy—Director General Navy People.
 - c. If determined by the Chief of Army—Director General Personnel – Army.
 - d. If determined by the Chief of Air Force—Director General Personnel – Air Force.

Note: This does not prevent the CDF or Service Chief from making the offer to the member.

3.5.9 Factors that are considered before a bonus is offered

The CDF or Service Chief must consider the following matters before determining a bonus to a member.

- a. Any evidence that there is a workforce structure shortage that is critical in the member's **employment category**.
- b. Any evidence that failure to retain the member in the position will result in a current capability shortage that is critical.
- c. Any evidence that the number of personnel in the member's employment category or specialisation is falling.
- d. Whether the position that the member fills is essential to the delivery of the Service's capability.
- e. Whether the member holds qualifications and skills that are essential to the delivery of Service capability.
- f. Whether the member has applied to achieve qualifications and skills that are essential to the delivery of Service capability.
- g. Any evidence about the period of the workforce shortage that the position, employment category or specialisation that the offer is affected by.
- h. Any actions that have been taken to remedy the workforce shortage in the longer term.
- i. Any market forces that are contributing to the shortage.
- j. Any evidence of productivity improvement linked to the payment of the bonus.
- k. Any other relevant matter.

3.5.10 Effective service for the purpose of the bonus

1. The member's agreed period of service must be served as effective service.
2. For the purpose of this Division, effective service means service that meets all these conditions.
 - a. It is continuous full time service.
 - b. It is paid.
Exception: Unpaid leave of less than 21 calendar days.
 - c. It is counted as a period of effective service under subsection 3.
3. This table lists a range of leave types and activities and sets out how a period of that leave or activity counts toward member's period of effective service.

Item	Activity	Effect
1.	A member on a flexible service determination.	Effective service is calculated in accordance with section 3.5.2.
2.	Leave at full pay. Examples: Recreation leave, full pay long service leave.	The whole period of this leave counts as effective service.
3.	Unpaid leave for less than 21 calendar days. Examples: Leave without pay, maternity leave without pay	
4.	Leave at half pay. Example: Long service leave at half pay.	Half the period of the leave counts as effective service.
5.	A period when the member is discharging an undertaking for service for the purpose of another bonus payment under this Division.	The period counts as effective service only toward the earlier undertaking.
6.	Unpaid leave for 21 calendar days or more. Examples: Leave without pay, maternity leave without pay	The period for which the member is in this situation does not count as effective service.
7.	Absence without leave.	
8.	Imprisonment, detention or suspension from duty without pay.	
9.	An undertaking for further service under Part 8 of the <i>Military Superannuation and Benefits Act 1991</i> , as preserved by item 4 of Schedule 4 <i>Defence Legislation Amendment Act (No. 1) 2005</i> .	
10.	A period when the member is discharging a return of service obligation.	
11.	A period when the member is discharging an undertaking for service for the purpose of another bonus payment under this Part.	

3.5.11 How the offer is accepted

1. An eligible member may accept a bonus under this Division any time after they receive an offer, until the latest of the following dates.
 - a. Twenty-eight days after the day the offer is made.
 - b. If the member was deployed when the offer under paragraph a. was made — the day 28 days after the day the member returns to Australia after a deployment.
 - c. A longer period that the CDF or the member's Service Chief decides is reasonable having regard to the member's circumstances.

2. A member must take both the following actions to accept an offer.
 - a. Accept the offer using the acceptance form at Part B to Annex 3.5.B.
See: Annex 3.5.B, Bonus framework form
 - b. Elect how the benefit is to be paid, using the form at Annex 3.5.J.
See: Annex 3.5.J, Bonus payment election
3. The acceptance must include an undertaking to serve for the period specified in the offer, (a fixed period of up to three years of effective service) in the position, specialisation or employment category for which the bonus was offered (this is called the agreed period of service), using the form at Annex 3.5.B.

3.5.12 Transfer in from another bonus

1. A member who is serving on another bonus scheme contained in Chapter 3 Part 5 of this Determination ('the other scheme') may be offered a bonus under this Division.
2. If the member accepts the offer of a bonus under this Division, the acceptance has the following effects on the member's liability to serve in return for a bonus under the other scheme.
 - a. The member's period of service under the other scheme continues until the day that the member commences serving the period of service agreed under this scheme.
 - b. If the other scheme has a completion bonus and the member will not complete their agreed period of service under that scheme, the member may receive a pro rata amount for the period they have completed under the other scheme. The pro rata payment is calculated as follows.

Step	Action
1.	Work out the number of calendar days in the period. a. The period starts on the day the member is taken to start their undertaking to serve under the other scheme. b. The period ends on the day before the date the member commences serving under this scheme.
2.	Work out the number of days of ineffective service in the period in Step 1.
3.	Subtract the outcome of Step 2 from the outcome of Step 1.
4.	Divide the outcome of Step 3 by 365 for each year of the agreed period of service under the other scheme. If the period includes 29 February, add an additional day. Example: If the other bonus was for a two year period divide by 730. If the period includes 29 February, divide by 731.
5.	Multiply the outcome of Step 4 by the bonus amount the member would have received under the other scheme.
6.	The member may be paid the outcome of Step 5.

Example: A member joined the other scheme on 12 January 2009. On 5 August 2010 the member commences service under this bonus scheme. The member had 25 days of leave without pay in December 2009. The bonus amount the member would have received if they had completed a three year period of service under the other scheme is \$15,000.

Step	Action
1.	There were 571 calendar days between 12 January 2009 and 5 August 2010.
2.	The 25 days the member was on leave without pay was ineffective service.
3.	$571 - 25 = 546$ calendar days
4.	$546 \text{ divided by } 1095 = 0.4986301$
5.	$0.4986301 \text{ multiplied by } \$15,000 = \$7479.45.$
6.	The member may be paid \$7479.45.

- c. If the other scheme had an obligation payment or other initial payment, no amount of the obligation or initial payment is repayable under that scheme.

3.5.13 Payment of the bonus

A retention bonus becomes payable to an eligible member when the member has submitted both forms required under subsection 3.5.11.2.

See:

Annex 3.5.B, Bonus framework form

Annex 3.5.J, Bonus payment election

3.5.14 Member leaves scheme

1. The member is not required to repay the bonus when the member fails to complete their agreed period of service under this Division for any of the following reasons.
 - a. The CDF or the member's Service Chief determines that the member's reason for ceasing to serve is beyond the member's control.
 - b. The CDF transfers the member from the Permanent Forces to the Reserves under section 16 of the *Defence Regulation 2016*.
2. The member is not required to repay the bonus if they complete their agreed period of service but not in the agreed position, employment category or specialisation when any of the following circumstances apply.
 - a. The member transfers to another position, employment category or specialisation due to a restructure.
 - b. The member's Service initiates the member's transfer to another position, employment category or specialisation.
 - c. The member is promoted and so must leave the agreed position, employment category or specialisation.

3. A member will be required to repay the full amount of a retention bonus if they fail to complete their agreed period of service for any of the following reasons.
 - a. The member voluntarily leaves the employment category or specialisation for which the bonus was offered.
 - b. The member voluntarily transfers out of the Service.
 - c. The member voluntarily transfers to the Reserves.
 - d. The member voluntarily applies to terminate service in the Permanent Forces.
 - e. The member's service is terminated for performance or disciplinary reasons.

Division 2A: Reserve capability payment

3.5.14A Purpose

The purpose of this Division is to provide a payment to selected members of the Reserves as an incentive to perform certain duties over a specified period. Selected members are used to fill gaps in capability that could not ordinarily be filled by a member of the Reserves.

3.5.14B Definitions

A Reserve capability payment is a payment made to a member of the Reserves as an incentive to perform certain duties over a specified period. The payment is in addition to the eligible member's rate of pay based on their rank and employment category. The payment of an employer support payment does not prevent payment of a Reserve capability payment.

3.5.14C Member eligible for Reserve capability payment

A member of the Reserves may be eligible for a Reserve capability payment under this Division.

Exception: The member of the Reserves must not be on continuous full time service.

3.5.14D Offer of a Reserve capability payment

- 1 The CDF may offer a member of the Reserves a Reserve capability payment if satisfied all the following apply.
 - a. A negative impact on service capability has been identified.
 - b. The identified capability gap is unlikely to recover within three years without the use of the Reserve capability payment.
 - c. The capability gap cannot be met by any of the following.
 - i. Members of the Permanent Forces.
 - ii. Members of the Reserves on continuous full-time service.
 - iii. Members of the Reserves on Reserve service without an offer of a Reserve capability payment.
 - d. The member has the fitness, qualifications, skills and attributes required for the duty to be performed.
 - e. The member is able to complete the period of duty within their service obligation.

Note: Permission to serve beyond the member's service obligation needs to be granted before an offer of period of duty for Reserve capability payment is made.

2. The offer must include all of the following.
 - a. The period of duty for Reserve capability payment including requirements about the pattern of days and hours the member must serve. The period is limited by both the following conditions.
 - i. The period can be no more than three years in total.
 - ii. The period must not overlap with the period of an earlier accepted offer.

Note: The period of duty for Reserve capability payment includes any period the member is taken to be attending for duty under section 3.2.13, provided the duty is for the purposes of the offer.

See: Part 2 Division 1 section 3.2.13, Reserve member taken to be attending for duty
 - b. The amount, number and timing of payments. These are limited by both the following conditions.
 - i. The total maximum offer of payment must not exceed \$100,000.
 - ii. No more than \$50,000 may be offered to be paid for any 12 month period.
 - c. The duty to be performed.
 - d. Any additional conditions that must be met before the member becomes eligible for payment.

Note: There may be consequences to the member if they fail to meet the terms set out in the offer.

See: Section 3.5.14F, Cessation of the Reserve capability payment
3. The following periods do not count as service towards completion of the period of duty under paragraph 2.a.
 - a. Reserve service that is not for the purposes of the offer.

Example: A member must attend for two days of mandatory Reserve training within the fixed period of duty. These days do not reduce the period under paragraph 2.a.

 - b. Any period the member is imprisoned or in detention. This may be either under civilian criminal law or Service law.

3.5.14E Acceptance of an offer

1. An eligible member may accept in writing an offer made under section 3.5.14D at any time until the latest of the following days.
 - a. Twenty-eight days after the day the offer is made.
 - b. If the member was deployed when the offer under paragraph a. was made — the day twenty-eight days after the day the member returns to Australia after a deployment.
 - c. A later day the CDF decides is reasonable having regard to the member's circumstances.
2. By accepting the offer the member agrees to all the terms made in that offer.

3.5.14F Cessation of the Reserve capability payment

1. The CDF may end the arrangement under which the Reserve capability payment is being made at any time.
2. If subsection 1 applies, payment to the member or repayment by the member is provided in the following table.

Item	If the CDF ended the Reserve capability arrangement...	the member must repay...	and if there is an outstanding amount to be paid...
1.	for under-performance or disciplinary reasons,	all payments received	the member is not eligible to be paid any of that amount.
2.	for reasons the CDF is satisfied the member could have avoided, Example: Member went on an overseas holiday.		
3.	for reasons the CDF is satisfied the member could not have avoided, Example: The member's partner dies.	an amount decided by the CDF up to the amount paid to the member	an amount decided by the CDF.

Division 3: Completion bonuses

3.5.15 Purpose

1. The purpose of this Division is to establish a bonus scheme to assist in the retention of qualified and experienced members in certain occupations.
2. These occupations are currently the following.
 - a. Medical and dental officers.
 - b. Certain members in the Submarine Arm of the Navy.

3.5.16 Structure of this Division

This Division is structured as follows:

- a. the main body of the Division sets out the general provisions applicable to all completion bonus schemes, including the general eligibility requirements and conditions of payment; and
- b. Annex 3.5.C sets out the provisions on occupation-specific matters (including particular features of eligibility, the amount of bonus and the required periods of effective service).

3.5.17 Definitions

In this Part:

effective service, for a member, means:

- a. continuous full-time service for which salary is payable, other than:
 - i. a period of training or a posting that gives rise to a return of service obligation, unless the training is relevant training, or the posting is an overseas posting, that begins after the member acknowledges an offer; or
 - ii. a period for which a return of service obligation applies, unless that obligation is for relevant training, or for an overseas posting, that begins after the member acknowledges an offer; or
 - iii. a period of prospective service; or
 - iv. a period of detention; and
- b. a period of leave without pay not longer than 21 days.

overseas posting, for a member, means a posting that is directly relevant to the member's occupation specified in the Part of Annex 3.5.C that applies to the member.

relevant training, for a member, means postgraduate or other professional or trade training that is directly relevant to the member's occupation specified in the Part of Annex 3.5.C that applies to the member.

3.5.18 Eligible member

1. A member is an eligible member for this Part if the member:
 - a. is a member to whom a Part of Annex 3.5.C applies; and
 - b. is rendering full-time service for which salary is payable; and
 - c. meets the medical fitness standards for duty in the relevant occupation; and
 - d. is otherwise suitable for continued service because of the member's efficiency and competence.
2. A member does not cease to be an eligible member by reason only that the member is promoted to a rank higher than the rank (if any) specified for the relevant occupation in Annex 3.5.C.

3.5.19 Offer of completion bonus

1. The CDF may offer a completion bonus to an eligible member.
2. The offer must state a required period of effective service equal to a period mentioned in column 1 of the table in the Part of Annex 3.5.C that applies to the member.
3. The completion bonus offered must be the amount mentioned in column 2 of the table opposite the period in column 1 equal to the required period of effective service stated in the offer.

3.5.20 Completion bonus

1. An eligible member who receives an offer under section 3.5.19 is entitled to the completion bonus offered if the member:
 - a. acknowledges the offer in writing; and
 - b. renders the required period of effective service (or periods of effective service the sum of which equal the required period) stated in the offer; and
 - c. during the required period (or periods the sum of which equal the required period) continues to be an eligible member.
2. For paragraph 1.a, if the Part of Annex 3.5.C that applies to the member specifies a date, the member must acknowledge the offer on or before that date.
3. For paragraph 1.b, the required period of effective service does not include any period of service rendered before the member acknowledges the offer.

3.5.21 Early payment in certain circumstances

1. This section applies if a member does not render the required period of effective service in relation to an offer under this Division because the member:
 - a. dies; or
 - b. the CDF considers that the member ceased to be eligible for reasons beyond their control.

2. The member (or if the member has died, the member's legal personal representative) is entitled to an amount worked out using the formula:

$$\text{bonus amount} \quad \times \quad \frac{\text{effective service rendered}}{\text{required period of effective service}}$$

where:

bonus amount is the completion bonus amount offered to the member.

effective service rendered is the number of days of effective service rendered by the member after the member acknowledged the offer.

required period of effective service is the required period of effective service (in days) stated in the offer.

3.5.22 Special provisions for eligible member

A Part of Annex 3.5.C may set out special provisions for an eligible member to whom that Part applies.

Division 4: Navy – Electronics Technical (junior sailor)

3.5.23 Purpose

This Division provides for a completion bonus scheme ("the scheme") for junior sailors in prescribed ranks in the Electronics Technical employment category in the Navy. The payment is designed to encourage sailors to stay in this category.

3.5.24 Definition of effective service

1. For the purpose of this Division, effective service means service that meets all these conditions.
 - a. It is continuous full time service.
 - b. It is paid.

Exception: Unpaid leave of less than 21 days.
 - c. It is not ineffective service under subsections 2 or 3.
2. Leave or other events may not be effective service. This table shows whether an event is effective or ineffective service.

See: Section 3.5.31, Yearly completion bonus – ineffective service under subsection 3.5.24.2

Item	Activity	Effect of service
1.	Part time leave without pay	The unpaid component of a part-time leave without pay working pattern is not effective service.
2.	Leave at full pay Examples: Recreation leave, full pay long service leave	The whole period is effective service.
3.	Unpaid leave for less than 21 calendar days Exception: Leave without pay (flexible service determination) Examples: Leave without pay for less than 21 calendar days, maternity leave without pay for less than 21 calendar days	
3A.	Leave without pay (flexible service determination)	
4.	Unpaid leave for 21 calendar days or more Examples: Leave without pay, maternity leave without pay	The whole period is not effective service.
5.	Absence without leave	
6.	Imprisonment, detention or suspension from duty without pay	

Item	Activity	Effect of service
7.	Any period when the member holds a commission as an officer. Related Information: Section 3.5.35, Yearly completion bonus – sailor who stops being an officer	The whole period is not effective service.
8.	Leave at half pay Example: Long service leave at half pay	Half the period of the leave is effective service.

3. The events listed in the table are always ineffective service, subject to the exceptions listed for each event.

See: Section 3.5.32, Yearly completion bonus – ineffective service under subsection 3.5.24.3

Item	Activity	Exceptions
1.	An undertaking for further service, under the <i>Military Superannuation and Benefits Act 1991</i> .	None
2.	Any period when the member is discharging another undertaking for further service.	An undertaking for further service associated with a promotion.
3.	Any period when the member is discharging another return of service obligation.	A period when the member is discharging a return of service obligation, that is associated with relevant training. In this table, relevant training means professional or trade training that is directly relevant to the member's occupation. For this member, these periods are effective service. a. The period of the training. b. The period of the return of service obligation.

3.5.25 Member this Division applies to

This Division applies to a member who meets all the following conditions.

- a. The member holds the rank of Able Seaman or Leading Seaman.
- b. The member is entitled to salary under an Electronic Technician pay category in Schedule B.11 Part 1 of DFRT Determination No. 2 of 2017, *Salaries*, on one of the following dates.
 - i. 1 November 2005.
 - ii. If the member is re-entering the pay category after an absence, any day after 1 November 2005.

See: Part 1 Schedule B.11, Other Rank pay grades

- c. The member has completed their ***initial minimum period of service***.

See: Chapter 1 Part 3 Division 3 section 1.3.29A, Initial minimum period of service

3.5.26 Member this Division does not apply to

This Division does not apply to a member who is in any of these situations.

- a. They are serving an initial minimum period of service.
- b. They are subject to a return of service obligation for an initial period of service.
- c. A member who meets all these conditions.
 - i. The member has previously been in the scheme.
 - ii. The member discharges while obliged to serve under the scheme.
 - iii. The member rejoins the Navy.

Example: A member joins the scheme on 1 November 2005 and elects to serve for three years. On 1 February 2006 the member discharges. The member rejoins the Navy on 1 October 2006. The member is not eligible to be made an offer.

3.5.27 Member may be offered a bonus

- 1. The CDF may offer a completion bonus to an eligible member. This offer may only be made once.
- 2. The offer must be made using the form at Annex 3.5.D, Part A, to this Division.

3.5.28 Acceptance payment

- 1. The member may accept an offer by taking all of the following actions.
 - a. Signing the form at Annex 3.5.D, Part B, within one of these periods.
 - i. Up to four weeks after receiving the offer.
 - ii. If the member is deployed, up to six months after receiving the offer.
 - b. Electing how the benefit is to be paid, using the form at Annex 3.5.J.

See: Annex 3.5.J, Bonus payment election
 - c. Providing the signed form to CDF.
- 2. The member must elect how many years they wish to serve in Electronics Technical pay category. They may elect whether to serve for one, two, three, four or five years.
- 3. The member is entitled to a \$5,000 acceptance payment on acceptance of the offer.
- 4. If the member accepts, they are taken to have accepted the offer on the date the offer was made.

3.5.29 Entitlement to yearly completion bonus

1. A member is entitled to a yearly completion bonus on the anniversary of joining the scheme.

See:

Section 3.5.30, Yearly completion bonus – full year of service

Section 3.5.31, Yearly completion bonus – ineffective service under subsection 3.5.24.2

Section 3.5.32, Yearly completion bonus – ineffective service under subsection 3.5.24.3

2. The yearly completion bonus can only be paid for each of the years the member has agreed to serve under this Division.

Example: A member agreed to serve for three years. The member is entitled to three yearly completion bonus payments. There is no payment on the fourth year even if a member is still in the job.

3. A member may choose to make a fresh election about how each bonus is to be paid, using the form at Annex 3.5.J.

See: Annex 3.5.J, Bonus payment election

3.5.30 Yearly completion bonus – full year of service

A member who had a full year of effective service in the previous 12 months is entitled to an amount of completion bonus worked out using this table.

Item	If the member's rank when they accepted was...	the member is entitled to...	and...
1.	Able Seaman	\$5,000 on completion of the first year	\$10,000 for completion of each later year.
2.	Leading Seaman	\$5,000 on completion of the first year	\$10,000 for completion of each later year.

Example: A member accepts an offer to join the scheme on 1 November 2005. They join for two years, and have no ineffective service. The member is entitled to these payments.

Item	Date	Action
1.	1 November 2005	Member joins scheme. The member is entitled to a \$5,000 acceptance payment.
2.	1 November 2006	Member is entitled to a \$5,000 yearly completion bonus, for the first year of service.
3.	1 November 2007	Member is entitled to a \$10,000 yearly completion bonus, for the second year of service.
4.	1 November 2008	Member is not entitled to a payment. (Had the member joined for three years they would have been entitled to a further \$10,000 yearly completion bonus.)

3.5.31 Yearly completion bonus – ineffective service under subsection 3.5.24.2

1. This section applies to a member who had days that were not effective service in the year before each anniversary of joining the scheme.
See: Section 3.5.24, Definition of effective service
2. Not all ineffective service is treated the same way.
See: Section 3.5.32, Yearly completion bonus – ineffective service under subsection 3.5.24.3
3. This subsection describes the treatment of ineffective service that is listed in subsection 3.5.24.2. The member's yearly completion bonus is adjusted to reflect periods that were not effective service. This table shows how the payment is worked out.

Step	Action
1.	Add up the number of days that were not effective service in the later of these periods. a. The 12 months after the member elected to join the scheme. b. The 12 months after the member's last yearly completion bonus.
2.	Subtract the outcome of Step 1 from 365.
3.	Divide the outcome of Step 2 by 365.
4.	Multiply the outcome of Step 3 by the amount of yearly completion bonus the member would have earned for a full year of service. First completion bonus - \$5,000 Later completion bonuses - \$10,000.
5.	The member may be paid the outcome of Step 4.
	Example: A member is due to receive their second yearly completion bonus. In the last 12 months the member had this leave pattern. Unpaid leave – 1 March to 30 April Part-time leave without pay – 1 May to 30 June, working Mondays to Wednesdays Step 1 1 March to 30 April = 61 days ineffective service 1 May to 30 June = 61 days x 2/5 = 24.4 days ineffective service Total = 85.4 days Step 2 – $365 - 85.4 = 279.6$ Step 3 – $279.6/365 = 0.766027$ Step 4 – $0.766027 \text{ days} \times \$10,000 = \$7,660.27$ Step 5 – The member may be paid \$7,660.27.

3.5.32 Yearly completion bonus – ineffective service under subsection 3.5.24.3

1. This section applies to a member who had days that were not effective service in the year before each anniversary of joining the scheme.

See: Section 3.5.24, Definition of effective service

2. Not all ineffective service is treated the same way.

See: Section 3.5.31, for ineffective service listed under subsection 3.5.24.2

3. This subsection describes the treatment of ineffective service that is listed in subsection 3.5.24.3. The period of the member is required to serve to meet the terms of their agreement is extended by any period of ineffective service under subsection 3.5.24.3.

3.5.33 Yearly completion bonus – both kinds of ineffective service

A member who has both kinds of ineffective service in a year is covered by the provisions of sections 3.5.31 and 3.5.32.

Example: A member takes a month of leave without pay in a year. In that same year, the member spends a month discharging a return of service obligation. The member's yearly bonus is adjusted under section 3.5.31 for the month of leave without pay. The period the member is required to serve is extended under section 3.5.32 to reflect the month of discharging a return of service obligation.

3.5.34 Yearly completion bonus – commissioned officer

1. This section applies to a member who is commissioned as an officer.
2. The member is entitled to a part payment of their yearly completion bonus. This table shows how it is worked out.

See: Section 3.5.37, End of entitlement to completion bonus

Step	Action
1.	Add up the number of days of effective service in this period. a. The period starts when the member became entitled to their last payment under the scheme. b. The period ends when the member became a commissioned officer. Note: Effective service excludes periods of ineffective service under subsections 3.5.24.2 and 3.5.24.3.
2.	Divide the outcome of Step 1 by 365.
3.	Multiply the outcome of Step 2 by the amount of yearly completion bonus the member would have earned for a full year of service. First completion bonus - \$5,000 Later completion bonuses - \$10,000.
4.	The member may be paid the outcome of Step 3.

Step	Action
	Example: A member joined the scheme on 1 December 2005, and is due to receive their first yearly completion bonus. On 1 March they become a commissioned officer. Step 1 – 1 December to 1 March = 90 days effective service Step 2 – $90/365 = 0.247$ Step 3 – $0.247 \text{ days} \times \$5,000 = \$1,232.88$ Step 4 – The member may be paid \$1,232.88.

3. Subsection 2 may have the effect that the member is not entitled to the full amount they accepted an offer for.

3.5.35 Yearly completion bonus – sailor who stops being an officer

1. This section applies to a member who meets all these conditions.
 - a. The member accepted an offer to join the scheme.
 - b. The member was later commissioned as an officer.

Related Information: Section 3.5.34, Yearly completion bonus – commissioned officer

 - c. The member is no longer a commissioned officer.

Example: A member is commissioned as a Midshipman and studies at RMIT University. The member fails the course and resigns their commission. They re-enlist in their former trade category and rank.

 - d. The member rejoins the scheme.
2. The member's time as an officer is not effective service for the purposes of this scheme.
See: Subsection 3.5.24.2, Definition of effective service
3. The member's next yearly completion bonus is paid on the anniversary of the member first joining the scheme.
4. This table shows how the member's next yearly completion bonus is worked out.

Step	Action
1.	Add up the number of days of service in this period. a. The period starts when the member is no longer a commissioned officer. b. The period ends on the member's anniversary of joining the scheme.
2.	Subtract any periods that are not effective service, of a kind listed in subsection 3.5.24.2.
3.	Divide the outcome of Step 2 by 365.
4.	Multiply the outcome of Step 3 by the amount of yearly completion bonus the member would have earned for a full year of service. First completion bonus - \$5,000 Later completion bonuses - \$10,000.
5.	The member may be paid the outcome of Step 4.

5. Later yearly completion bonuses are paid in accordance with whichever of sections 3.5.30, 3.5.32 and 3.5.33 apply to the member's circumstances.

3.5.36 Payment instead of completion bonus

1. A member who meets any of the following circumstances is not eligible to be offered a bonus under this Division.
 - a. The member dies.
 - b. The member's service is terminated for medical reasons.
 - c. The member's service ends because they have reached their retirement age.
 - d. The member's service is terminated because the member cannot usefully serve because of redundancy.
2. This is how a part payment is worked out.

Step	Action
1.	Work out the number of days of service the member has given, since their last completion bonus payment.
2.	Subtract any periods that were not effective service. Note: Effective service excludes periods of ineffective service under subsections 3.5.24.2 and 3.5.24.3.
3.	Divide the outcome of Step 2 by 365.
4.	Multiply the answer in Step 3 by the next yearly completion bonus the member was due.
5.	The member may be paid the outcome of Step 4.
	Example: The member earned their last yearly completion bonus on 1 November. On 1 February the member reaches compulsory retirement age. The member had no ineffective service. Step 1 – The member had given 93 days of effective service. Step 2 – There was no ineffective service. Step 3 – $93/365 = 0.2548$ Step 4 – The member would have earned \$10,000 if they had completed the year. $0.2548 \times \$10,000 = \$2,548$ Step 5 – The member is entitled to \$2,548.

3. If the member has died payment may be made to their legal personal representative.

3.5.37 End of entitlement to completion bonus

1. A member who stops serving in an Electronics Technical employment category is not entitled to any further completion bonuses.
2. A member who becomes commissioned as an officer has stopped serving in the Electronics Technical employment category.

Exception: Section 3.5.35, Yearly completion bonus – sailor who stops being an officer

Division 5: Navy – Marine Technical and Electronics Technical (sailors)

3.5.38 Purpose

This Division provides a retention bonus for sailors in the Navy Marine Technical and Electronics Technical employment categories in the Navy. The payment is designed to encourage members to stay in these categories and to assist them to gain further qualifications.

3.5.39 Effective service

1. For the purpose of this Division, effective service means service that meets all these conditions.
 - a. It is continuous full time service.
 - b. It is paid.

Exception: Unpaid leave of less than 21 calendar days.
 - c. It is not ineffective service under subsections 2 or 3.
2. Leave or other events may not be effective service. This table shows what events will have an effect.

Item	Activity	Effect
1.	Part time leave without pay	The unpaid component of a part-time leave without pay working pattern does not count as effective service.
2.	Leave at full pay Examples: Recreation leave, full pay long service leave	The whole period counts as effective service.
3.	Unpaid leave for less than 21 calendar days Exception: Leave without pay (flexible service determination) Examples: Leave without pay for less than 21 calendar days, maternity leave without pay for less than 21 calendar days	
3A.	Leave without pay (flexible service determination)	The whole period is not effective service.
4.	Unpaid leave for 21 calendar days or more Examples: Leave without pay, maternity leave without pay	The whole period does not count as effective service.
5.	Absence without leave	
6.	Imprisonment, detention or suspension from duty without pay	
7.	Leave at half pay Example: Long service leave at half pay	Half the period of the leave counts as effective service.

Item	Activity	Effect
8.	An undertaking for further service, under the <i>Military Superannuation and Benefits Act 1991</i> .	The whole period does not count as effective service.
9.	A period when the member was discharging another undertaking for further service. Exception: An undertaking for further service associated with a promotion.	
10.	A period when the member was discharging another return of service obligation, and Item 11 of this table does not apply.	
11.	A period when the member is discharging a return of service obligation, that is associated with relevant training. In this table, relevant training means professional or trade training that is directly relevant to the member's occupation.	For this member, these periods are effective service. a. The period of the training. b. The period of the return of service obligation.

3. Periods that are not effective service do not count towards the period the member has agreed to serve under this Division.

Example: A member agrees to serve for one year. The member has an undertaking for further service to repay, which has seven months to run. The member serves the undertaking first, and then begins to serve under the scheme. It takes the member one year and seven months to serve a one year commitment.

4. Events in items 8, 9, 10 of the table in subsection 2 must be served before an undertaking to serve under this Division.

3.5.40 Members this Division applies to

This Division applies to members who meet all these conditions.

- a. The member has completed their initial minimum period of service.

See: Chapter 1 Part 3 Division 3 section 1.3.29A, Initial minimum period of service

- b. They hold any of the ranks listed for an employment category in this table.

Item	Rank	Category
1.	Warrant Officer	Electronics Technical
2.	Chief Petty Officer	
3.	Petty Officer	
4.	Warrant Officer	Marine Technical
5.	Chief Petty Officer	
6.	Petty Officer	
7.	Leading Seaman	
8.	Able Seaman	

- c. They are entitled to salary for a pay category described as Marine Technical or Electronics Technical in Schedule B.11 Part 1 of DFRT Determination No. 2 of 2017, *Salaries*.

See: Part 1 Schedule B.11, Other Rank pay grades

3.5.41 Members this Division does not apply to

This Division does not apply to a member who is in any of these situations.

- They are serving an initial minimum period of service.
- They are commissioned as an officer.
- They are receiving a completion bonus under Division 4.

Related Information: Division 4, Navy – Electronics Technical (junior sailor)

3.5.42 Bonus offers

- The CDF may offer a retention bonus to an eligible member.
- The offer must be made in the form at Annex 3.5.E, Part A.
- The offer may be for a year, or for a lesser period.
- Offers under subsection 1 may be made more than once.

Example: The CDF offers a member a bonus for a retention period to start 1 November 2005. Later the CDF offers the same member another bonus for a second retention period, to start 1 November 2006.

3.5.43 Acceptance

1. The member may accept an offer by taking all of the following actions.
 - a. Signing the form at Annex 3.5.E, Part B, within one of these periods.
 - i. Four weeks after receiving the offer.
 - ii. If the member is deployed, six months after receiving the offer.
 - b. Electing how the benefit is to be paid, using the form at Annex 3.5.J.
See: Annex 3.5.J, Bonus payment election
 - c. Providing the signed form to CDF.
2. If the member accepts, the member is taken to have accepted the offer on the date the offer is made.
3. In accepting the offer, the member is agreeing to serve as an eligible member under this Division.

3.5.44 Entitlement to retention bonus

1. A member who accepts an offer is entitled to a retention bonus.
2. The retention bonus has these features.
 - a. The member is entitled to an amount of bonus when the member accepts the offer.
 - b. The amount of the bonus depends on the rank and level of qualification held by the member.
 - c. The amount of the bonus depends on whether the offer is for a full year, or for a part year.
3. This subsection applies when a member has been offered a full year of bonus. The amounts of retention bonus the member is entitled to are set out in this table.

Item	A member who is...	and who...	is entitled to...
1.	an Able Seaman Marine Technical	holds either of these qualifications:	\$5,000 a year.
2.	a Leading Seaman Marine Technical	1. Marine Systems Controller Certificate (MSC) (reference P100593)	
3.	a Petty Officer Marine Technical	2. Machinery Watchkeeping Certificate (MWC) (reference P001446)	
4.	a Petty Officer Electronics Technical	does not hold Electronics Technical Certificate of Competence (reference P001875)	\$7,500 a year.

Item	A member who is...	and who...	is entitled to...
5.	an Able Seaman Marine Technical	holds either of these qualifications:	
6.	a Leading Seaman Marine Technical	1. Marine Systems Manager (MSM) Certificate (reference P100594)	
7.	a Petty Officer Marine Technical	2. Engine Room Watchkeeping Certificate Common (ERWC) (reference P001321)	
8.	a Petty Officer Marine Technical	holds Marine Technical Charge Certificate (reference P001877)	\$10,000 a year.
9.	a Petty Officer Electronics Technical	meets either of these conditions: 1. the member has seniority of 30 March 2001 or later 2. the member holds Electronics Technical Certificate of Competence (reference P001875)	
10.	a Chief Petty Officer Electronics Technical	—	
11.	a Warrant Officer Electronics Technical		
12.	a Chief Petty Officer Marine Technical		
13.	a Warrant Officer Marine Technical		

4. This subsection applies when a member has been offered a bonus for a part year. The member's retention bonus is worked out under this table.

Step	Action
1.	Work out the number of calendar days in the offer period.
2.	Divide the outcome of Step 1 by 365.
3.	Find the bonus the member would have been paid, had they been offered a bonus for a full year. (See: Subsection 3)
4.	Multiply the outcomes of Step 2 and Step 3.
5.	The member may be paid the outcome of Step 4.
	Example: A Chief Petty Officer Marine Technical is offered a bonus for the period from 13 December 2006 to 31 October 2007. Step 1 = 323 days Step 2 = $323/365 = 0.884931$ Step 3 = \$10,000 Step 4 = \$8,849.31 The member may be paid \$8,849.31.

3.5.45 Advance in qualification level

1. A member may gain a higher qualification during a year for which they have made an undertaking.
2. If that qualification would place the member in a different item under the table in subsection 3.5.44.3, the member is entitled to an additional amount of bonus for the rest of the year.
3. The bonus is worked out under this table.

Step	Action
1.	Work out the number of calendar days in this period. a. The period starts on the first day of the period of the member's current offer. b. The period ends on the day before the member gained the qualification.
2.	Subtract any periods of ineffective service in that period. See: Section 3.5.39, Effective service
3.	Subtract the outcome of Step 2 from the number of calendar days in the period of the member's current offer.
4.	Divide the outcome of Step 3 by the number of calendar days of the period of the member's current offer.
5.	Work out the difference between these amounts. 1. The retention bonus amount the member was last paid. 2. The amount of the retention bonus that would apply for the member's new qualification. This amount can be found in the table in subsection 3.5.44.3. Exception: If the member is serving a part year of service, and was paid a part bonus, the amount for the member's new qualification should be adjusted using the method in subsection 3.5.44.4.
6.	Multiply the outcomes of Step 4 and Step 5.
7.	The member may be paid the outcome of Step 6.

Example: A member joins the scheme with a Marine Systems Controller Certificate on 1 November 2005. The member is paid a \$5,000 bonus. The member joins the scheme for a full year.

On 1 June 2006 the member qualifies as Marine Systems Manager. The member had no days that were not effective service between 1 November 2005 and 1 June 2006.

The member's bonus is worked out as follows.

Step	Action
1.	There are 212 days between 1 November 2005 and 31 May 2006.
2.	The member had no ineffective service between 1 November 2005 and 31 May 2006.
3.	There are 365 days in the member's current period of offer. $365 - 212 = 153$
4.	$153/365 = 0.41918$
5.	As a member with a Marine Systems Controller Certificate, the member was paid a \$5,000 bonus. A Marine Systems Manager earns a \$7,500 bonus. The difference between them is \$2,500.
6.	$0.41918 \times \$2,500 = \$1,229.50$
7.	The member may be paid \$1,229.50.

4. The member may use the form at Part C of Annex 3.5.E to seek an adjustment under this section.

3.5.46 End of entitlement to bonus

The member's entitlement to a bonus under this Division ends when they meet any of these conditions.

- a. They stop serving in a pay category described as Marine Technical or Electronics Technical (sailors) in Schedule B.11 Part 1 of DFRT Determination No. 2 of 2017, *Salaries*.
- b. They are commissioned as an officer.

See: Schedule B.11, Other Rank pay grades

3.5.47 Retention bonus repayment

1. This section applies to a member who takes one of these actions.
 - a. The member stops serving in a pay category described as Marine Technical or Electronics Technical in Schedule B.11 Part 1 of DFRT Determination No. 2 of 2017, *Salaries*.
 - b. The member leaves the ADF.

Exceptions: Section 3.5.48, Member not required to repay

See: Schedule B.11 Part 1, Other rank pay grades

2. The member must repay a part payment of their retention bonus. This table shows how it is worked out.

Step	Action
1.	Work out the number of calendar days in this period. a. The period starts on the first day of the period of the member's current offer. b. The period ends on the day before the member gained left the ADF or left the Marine Technical or Electronics Technical pay categories.
2.	Subtract any periods of ineffective service in that period. See: Section 3.5.39, Effective service
3.	Subtract the outcome of Step 2 from the number of calendar days of the period of the member's current offer.
4.	Divide the outcome of Step 3 by the number of calendar days of the period of the member's current offer.
5.	Multiply the outcome of Step 4 by the amount of retention bonus the member was paid when the member accepted the most recent offer under the scheme. Exception: If the member has since been paid a bonus amount under section 3.5.45, Advance in qualification level, multiply the outcome of Step 4 by another amount. This amount is the bonus amount for the member's most recent qualification (see subsection 3.5.44.3), adjusted using the method in subsection 3.5.44.4.

Step	Action
6.	<p>The member must repay the outcome of Step 5.</p> <p>Example:</p> <p>A Warrant Officer Electronics Technical joined the scheme on 1 November 2005, for a full year. On 1 March they leave the ADF. The member had no ineffective service.</p> <p>Step 1 – 1 November to 28 February = 120 days</p> <p>Step 2 – No ineffective service</p> <p>Step 3 – 365 – 120 = 245 days</p> <p>Step 4 – 245/365 = 0.671233</p> <p>Step 5 – 0.671233 x \$10,000 = \$6712.33</p> <p>Step 5 – The member must repay \$6712.33.</p> <p>Note: This is a gross amount.</p>

3.5.48 Member not required to repay

A member will not be required to repay an amount if they cannot complete their undertaking for any of these reasons.

- a. They die.

Note: This means that where a member dies, the member's legal personal representative will not be required to repay the bonus.
- b. They become permanently medically unfit for duty as a member of the Marine Technical or Electronics Technical pay category. This must be for reasons outside the member's control.
- c. They are transferred out of the Marine Technical or Electronics Technical pay category for Service reasons.
- d. They are made redundant or retrenched.

Division 6: ADF gap year – educational bonus

3.5.49 Purpose

The purpose of this Division is to offer an educational bonus payment to members who complete the ADF gap year and rejoin the Permanent Forces after completing their education.

3.5.50 Definition of ADF gap year

In this Division an ADF gap year is a program up to 12 months in duration, for members of the Australian community who have completed their year 12 (or equivalent) education to experience military training and lifestyle.

See: Military Personnel Policy Manual Part 2 Chapter 4, *Australian Defence Force Gap Year*

3.5.51 Member eligible for bonus payment

1. A member is eligible for a bonus payment of \$10,000 under this Division if they meet all of the following conditions.
 - a. The member successfully completed an ADF gap year before 1 January 2013.
 - b. The member has re-enlisted or has been re-appointed to the Permanent Forces within five years of their ADF gap year.
 - c. The member has completed qualifications in either of the following forms.
 - i. Civilian trade training.
 - ii. Tertiary education.
2. The member is still eligible for the bonus payment if they join a Service which is different to the one they joined to complete their ADF gap year.

3.5.52 Member's options for payment under this Division

The member must complete a bonus payment election using the form at Annex 3.5.J.

See: Annex 3.5.J, Bonus payment election

Division 7: Army – High Readiness Reserve completion bonus

3.5.53 Purpose

This Division provides a completion bonus for members in the High Readiness Active Reserve. The payment is designed to meet these purposes.

- a. To encourage members to stay in the High Readiness Active Reserve in the Army.
- b. To acknowledge increased needs for members to be ready and committed.

3.5.54 Definitions

In this Division, High Readiness Active Reserve has the meaning given in regulation 5 of the *Defence (Personnel) Regulations 2002*.

3.5.55 Members this Division applies to

This Division applies to a member who meets both the following conditions.

- a. They are a member of the High Readiness Active Reserve in the Army.
- b. They have agreed in writing to perform the requirements of the High Readiness Active Reserve, in accordance with administrative instructions made under section 10 of the *Defence Act 1903*.

See: Defence Instruction (Army) Personnel 79-6, *Management of the Army High Readiness Reserve*

3.5.56 Completion bonus

1. A member who meets both the following conditions is entitled to a \$10,000 completion bonus.
 - a. The member has been a member of the High Readiness Active Reserve for the following period that is relevant to the member's circumstances.
 - i. Two continuous years.
Example: 1 August 2006 to 31 July 2008
 - ii. Two continuous years, including any period of continuous full-time service described under item 2 of the following table.

Item	If the member was on continuous full-time service and was...	then the period...
1.	a member of the Regular Army Authority: section 19 of the <i>Defence Act 1903</i>	breaks continuity. A member who returns to the High Readiness Active Reserve after leaving the Regular Army must start a fresh two year period to be eligible for the bonus.
2.	a member of the Army Reserve Authority: section 19 of the <i>Defence Act 1903</i>	does not break continuity. The period of continuous full-time service can be counted towards the two continuous years.

- iii. If the CDF has granted the member an extension of time longer than the two years to complete the undertakings in the agreement made under paragraph 3.5.56.b, that extended period.

See: Defence Instruction (Army) Personnel 79-6, *Management of the Army High Readiness Reserve*, paragraph 22

Example: A member joins the High Readiness Active Reserve on 1 July 2006. The member is granted six month's extra to complete the member's undertakings in their agreement. The member has completed two years' service on 30 December 2008.

Non-example: A member joins the High Readiness Active Reserve on 1 July 2006. The member is transferred to the Active Reserve from 1 January to 30 June 2007. On 1 July 2007 the member starts a new period of service in the High Readiness Active Reserve. The two periods of High Readiness Active Reserve service may not be counted together towards the completion bonus.

- b. The CDF has determined that the member has met all undertakings in the member's High Readiness Reserve Service Agreement.

Examples: Readiness and training commitments.

2. A member may be entitled to the completion bonus more than once, for each period that the member qualifies under subsection 1.

Example: A member joins the High Readiness Specialist Reserve on 1 July 2006. The member qualifies for the completion bonus on 30 June 2008. The member remains in the High Readiness Specialist Reserve, and on 30 June 2010 has qualified for another completion bonus.

3.5.57 Early payment of completion bonus

1. A member who leaves the ADF in one of the following ways is entitled to a \$10,000 completion bonus.
 - a. The member dies.
 - b. The member ceases service at the end of a fixed term (or fixed tenure) appointment.
 - c. The member retires due to reaching compulsory retirement age.

- d. The member's service is terminated due to physical or mental incapacity that is not within the member's power to control.

Authority: Regulation 85(1)(a), *Defence (Personnel) Regulations 2002*.

- 2. The CDF may determine that a member who leaves the ADF for a reason not listed in subsection 1 may be paid a \$10,000 completion bonus.

Exceptions: Members who resign or transfer to another category of the Reserves.

- 3. In making the determination in subsection 2, the CDF must consider the member's health and family responsibilities.

Division 8: Air Force – High Readiness Reserve completion bonus

3.5.58 Purpose

This Division provides a completion bonus for members in the High Readiness Reserve. The payment is designed to meet these purposes.

- a. To encourage members to stay in the High Readiness Active Reserve and the High Readiness Specialist Reserve in the Air Force.
- b. To acknowledge increased needs for members to be ready and committed.

3.5.59 Definitions

The following definitions apply in this Division.

Term	Definition in this Division
High Readiness Active Reserve	Have the meanings given under regulation 5 of the <i>Defence (Personnel) Regulations 2002</i> .
High Readiness Specialist Reserve	

3.5.60 Members this Division applies to

This Division applies to a member in the Air Force who is a member of either the High Readiness Active Reserve or the High Readiness Specialist Reserve.

3.5.61 High Readiness Reserve agreement

1. The CDF may make an agreement with a member that sets out the member's obligations as a member of the High Readiness Active Reserve or the High Readiness Specialist Reserve.
2. The agreement may include matters such as the following.
 - a. The period of the agreement.
 - b. The number of days of duty the member is to serve, providing it is no less than the number of days for the member's type of service in the following table.

Item	If the member is in the...	the minimum period is...
1.	High Readiness Active Reserve	50 days
2.	High Readiness Specialist Reserve	7 days.

- c. The level of the following that the member agrees to maintain.
 - i. Physical fitness.
 - ii. Personal weapon proficiency.
 - iii. Medical fitness.
 - iv. Dental fitness.
- d. The member's agreement to perform continuous full-time service, if required.

3. The CDF may grant a member a longer period to meet the obligations in their agreement.
4. In making the decision in subsection 3, the CDF must consider the following criteria.
 - a. Health or childcare issues that may have prevented the member from meeting their obligations.
 - b. Service reasons beyond the member's control that prevented the member from meeting their obligations.

Examples: Postponement or cancellation of training that has been agreed.

3.5.62 Completion bonus

1. A member who meets all the following conditions is entitled to a \$5,000 completion bonus.
 - a. The member has made an agreement under section 3.5.61 with the CDF.
See: Section 3.5.61, High Readiness Reserve agreement
 - b. The member has been a member of the High Readiness Active Reserve or the High Readiness Specialist Reserve for the following period that is relevant to the member's circumstances.
 - i. One continuous year.
 - ii. One continuous year, including periods of continuous full-time service allowed under the following table.

Example: A member joins the High Readiness Specialist Reserve on 1 July 2006. During September and October 2006 the member was on continuous full-time service. The member has completed one continuous year's service on 30 June 2007.

Item	If the member was on continuous full-time service and was...	then the period...
1.	a member of the Permanent Air Force	breaks continuity. A member who returns to the High Readiness Active Reserve after leaving the Permanent Air Force must start a fresh one year period to be eligible for the bonus.
2.	a member of the Air Force Reserve	does not break continuity. The period of continuous full-time service will be counted towards the one continuous year.

- iii. If the CDF has granted the member an extension of time longer than one year to complete the obligations in the agreement made under subsection 3.5.61.3, that extended period.

Exception: The CDF may not grant an extension longer than a year.

Example: A member signs an agreement under subsection 5.3.62.2 on 1 December 2006. In that agreement the member undertakes to do trade training. During 2007 that training is cancelled, and the next available course is in February 2008. The CDF grants the member an extension of their time to complete the obligations in their agreement, until the end of February 2008.

- c. The CDF has determined that the member has met all yearly mandatory obligations in the agreement made under section 3.5.61.

See: Section 3.3.61, High Readiness Reserve agreement

2. A member may be entitled to the completion bonus more than once, for each period that the member qualifies under subsection 1.

Example: A member joins the High Readiness Specialist Reserve on 1 July 2006. The member qualifies for the completion bonus on 30 June 2007. The member remains in the High Readiness Specialist Reserve, and on 30 June 2008 has qualified for another completion bonus.

3.5.63 Pro rata payment of completion bonus

1. A member is to be paid a bonus payment on a pro rata basis if they do not complete the minimum period of effective service for any of the following reasons.
 - a. The member transfers to the Permanent Air Force.
 - b. The member dies.
 - c. The member ceases service at the end of a fixed term (or fixed tenure) appointment.
 - d. The member retires due to reaching compulsory retirement age.
 - e. The member's service is terminated due to physical or mental incapacity that is not within the member's power to control.

Authority: Regulation 85(1)(a), *Defence (Personnel) Regulations 2002*.

- f. The member's position is downgraded or disestablished.
2. The completion bonus in subsection 1 is calculated using the following table.

Step	Action
1.	Calculate the number of days in the following period. <ol style="list-style-type: none"> a. The period starts on the later of the following dates. <ol style="list-style-type: none"> i. The date the member met the requirements in section 3.5.62 (This date cannot be before 1 July 2006.) ii. The date the member was last entitled to a bonus under this Division. b. The period ends on the day the member left the ADF in a way listed in subsection 1.
2.	Divide the outcome of Step 1 by 365. If the period in Step 1 includes February 29, divide the outcome of Step 1 by 366.
3.	Multiply the outcome of Step 2 by \$5,000.
4.	The member may be paid the outcome of Step 4. If the member has died, payment may be made to the member's legal personal representative.

Example: A member reaches **compulsory retirement age** on 15 August 2007, and retires. The member has been in the High Readiness Active Reserve in the Air Force since 1 July 2006. He was paid a bonus under this scheme on 1 July 2007.

Step	Action
1.	<p>The period starts on the later of these dates:</p> <ul style="list-style-type: none"> i. 1 July 2006. ii. 1 July 2007 <p>As the date the member was last paid a bonus is later, the period starts 1 July 2007.</p> <p>The period ends on the day the member reached compulsory retirement age, 15 August 2007.</p> <p>There are 46 days between 1 July 2007 and 15 August 2007.</p>
2.	46 divided by 365 equals 0.126027
3.	0.12603 multiplied by \$5,000 equals \$630.14

Division 9: Navy – Individuals critical to Navy capability

3.5.64 Purpose

The purpose of this Division is to offer a retention bonus that will achieve all of the following outcomes.

- a. Retain members in individual positions necessary to capability in a critical trade or work unit.
- b. Prevent the reduction of personnel numbers to levels below that required to sustain operational or supporting capability in the Navy.
- c. Retain members in other individual positions critical to Navy capability.

3.5.65 Some concepts used in this Division

1. An agreed period of service is a period of up to two years which the member agrees to serve in a specified position, employment category or primary qualification in return for a bonus under this Division.
2. A current capability shortage is critical when both the following conditions are met.
 - a. A Navy position requirement cannot be met with fit, trained and available personnel, within respite rules.
 - b. Failure to meet the position requirement impacts negatively on delivery of Navy capability.
3. A workforce structure shortage is critical when some or all of the recruiting, retention, training throughput, strength and future health elements of the category or primary qualification combine so that the shortage in numbers is unlikely to recover within five years.

3.5.66 Member who is eligible for a retention bonus under this Division

1. A member is eligible for a bonus under this Division if they meet all of the following conditions.
 - a. The member is in the Permanent Navy or Navy Reserve.
 - b. The Director General Navy People is satisfied that a bonus is required to assist in retaining the member or a class of members in an area of critical workforce shortage, having regard to the factors listed in subsection 2.
 - c. The member is offered a retention bonus under subsection 5.
 - d. The member agrees to provide a fixed period of up to two years of effective service in the position, employment category or primary qualification for which the bonus was offered (this is called the agreed period of service), using the form at Annex 3.5.G.

See: Annex 3.5.G, Navy – Individuals critical to Navy capability.

2. Director General Navy People must have regard to the following factors when deciding whether to offer a member or a class of members a bonus under this Division.
 - a. Any evidence that there is a workforce structure shortage that is critical in the member's employment category or primary qualification.
 - b. Any evidence that failure to retain the member in the position will result in a current capability shortage that is critical.
 - c. Any evidence that the number of personnel in the member's employment category or primary qualification is falling.
 - d. Whether the position that the member fills is essential to the delivery of Navy's capability.
 - e. Whether the member holds qualifications and skills that are essential to the delivery of Navy's capability.
 - f. Whether the member has applied to achieve qualifications and skills that are essential to the delivery of Navy's capability.
 - g. Whether the position requires qualifications or skills that are in critical shortage in the Navy.
 - h. Any market forces that are contributing to the shortage.
 - i. Any other relevant matter.
3. The amount of each bonus to be offered is to be determined by Director General Navy People, having regard to the list of factors at subsection 2, up to a maximum of \$50,000 per year. The amount must be notified to the member as part of the offer.
4. The period of service that must be performed in return for each bonus to be offered is to be determined by Director General Navy People, having regard to the list of factors at subsection 2, up to a maximum of two years. The amount must be notified to the member as part of the offer.
5. After Director General Navy People has made the decisions under subsection 2, 3 and 4, the offer may be made by one of the following.
 - a. Director Navy People Career Management Agency.
 - b. Deputy Director Navy People Career Management Agency.

3.5.67 Transfer from another bonus scheme

1. A member who is serving on another bonus scheme contained in Chapter 3 Part 5 of this Determination ('the other bonus scheme') may be offered a bonus under this Division.
2. If the member accepts the offer of a bonus under this Division, the acceptance has the following effects on the member's liability to serve in return for a bonus under the other scheme.
 - a. The member's period of service under the other scheme continues until the day that the member commences serving the period of service agreed under this scheme.
 - b. If the other scheme has a completion bonus and the member chooses to commence the period of service agreed under this scheme, before they have reached the end of the completion bonus period of service, a pro rata amount of the bonus may be paid to the member for the period of service performed towards the completion bonus.
 - c. If the other scheme had an obligation payment or other initial payment, no amount of the obligation or initial payment is repayable under that scheme.

3.5.68 Member who is not eligible for a bonus under this Division

A member who meets any of the following circumstances is not eligible to be offered a bonus under this Division.

- a. The member has undertaken to perform a period of service for the purpose of another bonus under this Division and has not agreed to transfer to the scheme under this Division.
- b. Both of the following apply.
 - i. The member will reach retirement age before the end of their agreed period of service.
 - ii. The member does not have a written direction from the CDF under paragraph 23(2)(b) of the *Defence Regulation 2016*, allowing the member to serve beyond their retirement age until a date that is not earlier than the last day of the agreed period of service required for the bonus.
- c. The member's period of service will end before the end of the agreed period of service.

3.5.69 How to accept the offer of a retention bonus

1. An eligible member may accept a bonus under this Division any time after they receive an offer, until the latest of the following dates.
 - a. Twenty-eight days after the day the offer is made.
 - b. If the member was deployed when the offer under paragraph a. was made — the day 28 days after the day the member returns to Australia after a deployment.
 - c. A longer period that the Director General Navy People decides is reasonable, having regard to the member's circumstances.

Example: The Director General Navy People decides to extend a member's ability to accept the offer because the member is deployed for six months in an area where there is no ability to send an acceptance form.

2. An acceptance made under this subsection must be on the application form at Annex 3.5.G.
See: Annex 3.5.G, Navy – Individuals critical to Navy capability
3. The member must also complete a bonus payment election using the form at Annex 3.5.J.
See: Annex 3.5.J, Bonus payment election
4. The acceptance must include an undertaking to serve for the same fixed period that is specified in the offer, up to a maximum of two years.

3.5.70 Service that counts towards a member's retention bonus

1. The agreed period of service the member undertakes to perform in return for the retention bonus must be served as effective service.

Note: It will take the member longer than the period they initially agreed to finish their agreed period of service, if they spend any time on ineffective service.

2. For the purpose of a retention bonus under this Division, effective service means service that meets the following conditions.
 - a. It is continuous full-time service in the Navy.
 - b. It is paid.

Exception: Unpaid leave of less than 21 calendar days.

- c. If it is described in the table in subsection 3, it is counted as effective service in the table.
3. The following table lists a range of leave types and activities and sets out how a period of that leave or activity counts towards a member's agreed period of effective service.

Item	Activity	Effect
1.	A member on a flexible service determination.	Effective service is calculated in accordance with section 3.5.2.
2.	Leave at full pay. Examples: Recreation leave, long service leave taken at full pay.	All of this leave counts as effective service.
3.	Unpaid leave for less than 21 calendar days. Examples: Leave without pay for less than 21 calendar days, maternity leave without pay for less than 21 calendar days	
4.	Leave at half pay. Example: Long service leave at half pay.	Half the period of the leave counts as effective service.

Item	Activity	Effect
5.	Unpaid leave for 21 calendar days or more. Examples: Leave without pay, maternity leave without pay.	No time spent on these types of leave and activity counts as effective service.
6.	Absence without leave.	
7.	Imprisonment, detention or suspension from duty without pay.	
8.	An undertaking for further service under Part 8 of the <i>Military Superannuation and Benefits Act 1991</i> , as preserved by item 4 of Schedule 4 <i>Defence Legislation Amendment Act (No. 1) 2005</i> .	
9.	A period when the member was discharging an initial minimum period of service, or another undertaking for further service. Exception: An undertaking for further service associated with a promotion.	
10.	Return of service obligations A period when the member is discharging a return of service obligation associated with the following. a. A period of initial category training. b. Any other return of service obligation not described in item 10 or 11 of this table. Examples: ▪ A return of service obligation associated with a transfer between Services. ▪ A return of service obligation associated with recruitment from another country.	Both of these periods are counted as effective service. i. The period of the overseas posting or the training. ii. The period of the return of service obligation.
11.	Return of service obligations A period when the member is discharging a return of service obligation associated with the following. a. An overseas posting. b. Professional or trade training that is directly relevant to the member's occupation, and not described in item 11.a of this table.	

See: Section 3.5.73, Calculating a pro rata repayment of the retention bonus

3.5.71 Payment of the retention bonus

1. A retention bonus becomes payable to an eligible member when the member has submitted both the following forms.
 - a. Annex 3.5.G, Navy – Individuals critical to Navy Capability form
 - b. Annex 3.5.J, Bonus payment election
2. The amount of the bonus is the amount offered to the member under section 3.5.66.

See: Section 3.5.66, Member who is eligible for a retention bonus under this Division

3. A member who joins the scheme must serve in the Navy until they complete the agreed period of effective service under this Division.
4. The member's period of effective service commences from whichever of the following dates is relevant.
 - a. If the member is offered a bonus for a period of service commencing on a day – that day.
 - b. The day that any requirement in the following list ceases to apply to the member, if the requirement applied to the member when they accepted a bonus under this Division.
 - i. An undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* (as preserved by item 4 of Schedule 4 *Defence Legislation Amendment Act (No. 1) 2005*).
 - ii. A return of service obligation.
 - iii. An initial minimum period of service.
 - iv. A period of service performed under another retention or completion bonus under this Part.
 - c. If the member is offered a bonus because they have applied to achieve qualifications and skills that are essential to the delivery of Navy's capability – the day the member successfully completes the course or training and achieves the qualification or skill specified in the bonus offer.
5. The member is taken to have ceased serving in accordance with their undertaking to perform the agreed period of effective service if they cease serving in the position, employment category or primary qualification for which the bonus was offered.
6. If the member fails to complete the agreed period of effective service for a reason not listed in section 3.5.72.1, then they must repay a part of the bonus, representing the portion of the agreed period of effective service that has not been performed, to the Commonwealth.

Note: This means that if the member does not achieve the qualification or skill specified in the offer then they do not receive the bonus payment under subsection 1. The member also does not have to provide the agreed period of service under this scheme because they cannot perform in the relevant position, employment category or primary qualification.

Example: The member is paid a retention bonus of \$25,000 for two years' service. The member leaves the Navy to work in the private sector after doing only 12 months' service in return for the retention bonus. The member has not done the last 12 months of service and so must repay a portion of the bonus.

The member must repay \$12,500 of the \$25,000 originally paid. Note that the repayment is based on pre-tax amounts.

3.5.72 Repayment

1. If a member fails to complete their required period of service under a bonus in this Division for any of the following reasons, they are not required to repay any part of the bonus.
 - a. The member ceases to serve in the Navy for a reason that is beyond the member's control.
Example: The member is terminated because of medical unfitness, or dies.
 - b. The CDF transfers the member from the Permanent Forces to the Reserves under section 16 of the *Defence Regulation 2016*.
2. The member is not required to repay any part of the bonus if they complete their agreed period of service in Navy but not in the agreed position, employment category or primary qualification because any of the following circumstances apply.
 - a. The member transfers to another trade, employment category or primary qualification stream due to a restructure.
 - b. Navy initiates the member's transfer to another trade, employment category or primary qualification stream.
 - c. The member is promoted and so must leave the agreed position, employment category or primary qualification stream.
3. A member will be required to repay the bonus on a pro rata basis if they fail to complete their required period of service for reasons including, but not limited to, any of the following.
 - a. The member resigns from the Permanent Forces.
 - b. The member's service is terminated for disciplinary reasons.
 - c. The member voluntarily leaves the position, employment category or primary qualification for which the bonus was offered.

3.5.73 Calculating a pro rata repayment of the retention bonus

The following table shows how to calculate a pro rata amount of retention bonus repayable to the **Commonwealth** under subsection 3.5.71.6.

Step	Action
1.	Work out the number of calendar days in the following period. a. The period starts on the day the member is taken to start their undertaking to serve under this Division. (See: Section 3.5.71, Payment of the retention bonus) b. The period ends on the day the member ceases to serve under this Division, for a reason not listed in subsection 3.5.72.1.
2.	Work out the number of days of ineffective service the member did in the period described in Step 1.
3.	Subtract the outcome of Step 2 from the outcome of Step 1. The outcome shows the number of days of effective service the member did for in return for the retention bonus.
4.	Subtract the outcome of Step 3 from the total number of days in the period that the member agreed to serve under this Division. The outcome shows the part of the service period that the member has not performed in return for the retention bonus.
5.	Divide the outcome of Step 4 by the total number of days in the period that the member agreed to serve under this Division. The outcome of this Step shows the size of the part of the bonus that the member must repay
6.	Multiply the outcome of Step 5 by the total amount of the bonus.
7.	The member must repay the outcome of Step 6.

Example: A member joins the bonus scheme for a two-year period on 1 March 2008 and gets a bonus of \$25,000. On 1 February 2009 the member resigns. The member had 25 days of leave without pay in September 2008.

Step	Action
1.	There were 337 calendar days between 1 March 2008 and 31 January 2009.
2.	The 25 days the member was on leave without pay was ineffective service.
3.	337 days minus 25 days = 312 days.
4.	730 days minus 312 days = 418 days (The number 730 represents the number of days in two calendar years).
5.	418 days divided by 730 days = 0.572603.
6.	0.572603 multiplied by \$25,000 = \$14,315.07.
7.	The member must repay \$14,315.07.

Division 10: Army – 1st Recruit Training Battalion recruit instructors scheme

3.5.74 Purpose

The purpose of this Division is to offer completion payments to members who are posted and perform the duties of a **recruit instructor** at 1st Recruit Training Battalion (1RTB).

3.5.75 Definitions used in this Division

The following definitions are used in this Division.

Term	Definition
Eligible service	This definition is set out in section 3.5.77 of this Division. See: Section 3.5.77, Eligible service for the purpose of the bonus
Principal Determination	Defence Determination 2016/19, Conditions of service
Recruit instructor	Means a member posted to an authorised establishment position at 1RTB as a recruit instructor with the employment category number (ECN) 347 and whose primary duties involve instruction of recruits; direct instruction including demonstrations, fault correction, testing of learning objectives (including assessment in one on one situations), retraining and testing.

3.5.76 Member eligible for the recruit instructors scheme

1. A member is eligible for the recruit instructors scheme if they meet all of the following conditions.
 - a. The member is in the Australian Regular Army or Army Reserve on continuous full-time service.
 - b. The member's rank is Lance Corporal, Corporal or Sergeant.
Note: The definition of rank in Chapter 1 Part 3 Division 1 section 1.3.63 includes acting rank, this includes temporary and provisional rank but not a period of higher duties.
 - c. The member has successfully completed the recruit instructor development course.
 - d. The member is posted to and is performing the duties of a recruit instructor.
 - e. The member has applied to join the scheme using the form at Annex 3.5.H.
See: Annex 3.5.H, Army – 1st Recruit Training Battalion recruit instructors scheme
Note: The member must also complete Annex 3.5.H, Army – 1st Recruit Training Battalion recruit instructors scheme. See section 3.5.81, Administration of payment.
2. The scheme ceases to apply to members on 9 March 2016. A member who first meets the conditions of eligibility under subsection 1 after 9 March 2016, is not eligible for the scheme.

3.5.77 Eligible service for the purpose of the scheme

1. For the purpose of this Division, eligible service means a period of service that meets all these conditions.
 - a. The member is posted to and performing the duties of a recruit instructor.
 - b. It is continuous full-time service.
 - c. It is not counted as a period of ineligible service under subsection 2.
2. This table lists a range of leave types and activities and sets out how a period of that leave or activity counts toward member's period of eligible service.

Item	Activity	Effect	
	Leave and absence		
1.	Leave at full pay. Exceptions: Long service leave, maternity leave, medical absence. Example: Recreation leave.	The whole period of this leave counts as eligible service.	
2.	Part-time leave without pay.	The unpaid component does not count as eligible service.	
		Specific period	Effect
3.	Medical absence.	First 28 days of any medical absence.	Counts as eligible service.
		Period of absence after 28 days.	Does not count as eligible service.
4.	Maternity leave	First 28 days of paid maternity leave in relation to a pregnancy. This may be taken in more than one absence. Examples: Maternity leave at full pay, maternity leave at half pay	Counts as eligible service.
		Period of absence after 28 days. Examples: Maternity leave at full pay, maternity leave without pay	Does not count as eligible service.
5.	Parental leave	Parental leave at full pay	Counts as eligible service.
		Unpaid parental leave.	Does not count as eligible service.

Item	Activity	Effect	
6.	Long service leave	First 28 days of paid long service leave while serving towards this bonus. Examples: Long service leave at full pay, long service leave at half pay	Counts as eligible service.
		Other long service leave.	Does not count as eligible service.
	Leave and absence		
7.	Unpaid leave. Example: Leave without pay.	Does not count as eligible service.	
8.	Absence without leave.		
	Other commitments		
9.	A period when the member is serving an undertaking for service for the purpose of another bonus payment under this Part.	The period counts as eligible service only toward the earlier undertaking.	
10.	An undertaking for further service under Part 8 of the <i>Military Superannuation and Benefits Act 1991</i> , as preserved by item 4 of Schedule 4 <i>Defence Legislation Amendment Act (No. 1) 2005</i> .	Does not count as eligible service.	
11.	A period when the member is serving a return of service obligation.		
12.	A period when the member is completing an initial minimum period of service.		

Item	Activity	Effect
<i>Not performing employment category duties</i>		
13.	A period for which the Commanding Officer 1RTB determines the member is not performing the duties of the employment category for which the bonus was offered. Example: The member accepts an offer and goes on an overseas temporary exchange or exercise.	Does not count as <i>eligible service</i> .
14.	Imprisonment, detention or suspension from duty without pay.	

3. A member who has a period which does not count as eligible service in a financial year may be eligible for a partial payment under section 3.5.79.

See: Section 3.5.79, Reasons for making a partial payment of the completion payment

3.5.78 Completion payment

1. This section applies to a member who is eligible under subsection 3.5.76.1.

See: Section 3.5.76, Member eligible for the recruit instructors scheme

2. A completion payment of \$13,000 is payable to a member at the end of each financial year.
3. If a member has a period which does not count as eligible service under subsection 3.5.77.2 of they may be eligible for a partial amount of the completion payment under section 3.5.79.

See:

Subsection 3.5.77.2, Eligible service for the purpose of the scheme

Section 3.5.79, Reasons for making a partial payment of the completion payment

4. A member may choose to make a fresh election about how each payment is to be paid, using the form at Annex 3.5.J.

See: Annex 3.5.J, Bonus payment election

3.5.79 Reasons for making a partial payment of the completion payment

A member is to be paid a partial completion payment if they fail to complete a full financial year as a recruit instructor for any of the following reasons.

- a. The member does not complete a full training year in the first or last financial year of being eligible for the scheme.
- b. The member dies.

- c. The member is reduced in rank to Private.
- d. The member is promoted to the rank of Warrant Officer Class 2.
- e. The member is commissioned as an officer.
- f. The member is discharged from the Australian Regular Army or transfers to the Inactive or Standby Reserve.
- g. The member opts out of their scheme under this Division in writing to join another scheme under this Part.
- h. The member is transferred or posted from a recruit instructor position.

Exception: The member is transferred or reposted for disciplinary or performance reasons.

- i. The scheme ceases.

3.5.80 Calculating a partial amount of the completion payment

The following table shows how to calculate a partial amount of the completion payment payable under section 3.5.79.

Step	Action
1.	Work out the number of days of eligible service the member has done in a financial year.
2.	Divide the bonus payment amount by the number of days in the year.
3.	Multiply the outcome of Step 1 by the outcome of Step 2.
4.	The member may be paid the outcome of Step 3.

3.5.81 Administration of payment

The member must complete a bonus payment election using the form at Annex 3.5.J.

See: Annex 3.5.J, Bonus payment election

Division 11: Medical Officers professional development financial support scheme

3.5.82 Purpose

The Division sets out the financial support a medical officer may get when they participate in approved professional development activities.

3.5.83 Definitions

For the purpose of this Division, a member is taken to be a medical officer if they meet the requirements in A.1.12 of DFRT Determination No. 2 of 2017, *Salaries*.

See: DFRT Determination No. 2 of 2017, Salaries, Division A.1 section A.1.12, Specialist officers (definitions)

3.5.84 Member this Division applies to

1. This Division applies to a member who meets all of the following conditions.
 - a. The member is a medical officer.
 - b. The member participates in approved professional development activities.

See: Section 3.5.85, Professional development activities
 - c. The member is fit for normal duty.

Exception: A member does not have to be fit for operational deployment.
2. This Division ceases to apply to all members on 30 June 2022.

3.5.85 Professional development activities

1. CDF may approve activities as professional development activities. The CDF must consider all the following factors.
 - a. Whether the activity will enhance the member's clinical and professional skills.
 - b. Whether the activity could be funded by other means.

Example: Courses offered under Defence Assisted Study Scheme.
 - c. The cost of the activity.
 - d. The interests of the Commonwealth.
 - e. Any other factors relevant to the member's personal development.

See also: Defence Instruction (General) Personnel 05-17, *Professional development for uniformed Medical Officers in the Australian Defence Force*

2. The following activities cannot be approved as professional development activities under this Division.
 - a. Membership of medical colleges or professional organisations that have a primary purpose that is political in nature.
 - b. Activities associated with competency-based training to meet the requirements of the specialist career structure.
 - c. Activities that can be accessed through the Defence Assisted Study Scheme.
 - d. The purchase of computers, personal digital assistants or internet access fees.

3.5.86 Amount of financial support

1. A member of the Permanent Forces may be paid financial support up to a maximum of \$10,000 in a financial year.
2. The following table describes the amounts that may be paid to a member of the Reserves.

Item	If the member is on...	then for this period...	they may be paid this amount...	up to a maximum of...
1.	a period of continuous full-time service	a. 30 continuous days	\$833.33	\$10,000 in a financial year.
		b. less than 30 continuous days	nothing Exception: the days can be combined with the days in item 2.	\$2000 in a financial year.
2.	Reserve service	for each aggregate period of 30 days worked in a financial year The days do not have to be worked continuously and can include any days under item 1b.	\$166.67	
		for any other days	nothing	

Example 1: During a financial year, a member works a period of continuous full time service for 21 days. The member also works nine individual reserve days. The member may claim up to \$166.67.

Example 2: A member works five days per month over six months. The member may claim up to \$166.67.

Example 3: A member is on a period of continuous full time service for three months. The member may claim up to \$ 2500.00.

3. A member may use up to the maximum under this Division in a single financial year. Any unused funds cannot be paid to the member or carried over to future years.

3.5.87 Access to financial support

1. A member can be paid financial support under this Division on a reimbursement. Costs associated with approved professional development activities must be paid in full before reimbursement can be made.

Note: The member must provide evidence of the payment. It is the member's responsibility to provide enough detail to allow the costs to be verified.

2. A member can be provided financial support under this Division by direct payment to a supplier for an approved professional development activity.
3. If the CDF considers it reasonable due to exceptional circumstances a member may be paid an advance toward the cost of the professional development activity.
4. A member may use their Defence **travel card** for travel associated with an approved professional development activity. Any amount of **Commonwealth** assistance with the travel counts toward the maximum payment amount under section 3.5.86.

Division 12: Army – targeted rank and employment category completion bonus

3.5.88 Purpose

The purpose of this Division is to offer bonus payments to members to encourage them to complete three years service in certain Army ranks, corps and employment categories. The bonus is intended to reduce shortfalls in critical employment category structures. Not all members will be invited to join.

3.5.89 Definitions

The following table defines terms that apply in this Division.

Term	Definition in this Division
Rank	<p>Substantive rank.</p> <p>Exception: If a temporary or provisional rank is higher than a member's substantive rank, it is taken to be their rank for the purpose of this Division.</p> <p>Example: A member is a substantive Corporal and has the provisional rank of Sergeant. For the purpose of this Division they are a Sergeant.</p>
Salary	<p>Salary as provided under DFRT Determination No. 2 of 2017, <i>Salaries</i>, as amended from time to time. It does not include Service allowance or other allowances.</p> <p>See: Part 1, Salaries</p>
Service that counts towards the bonus	<p>See: Section 3.5.95, Service that counts towards the bonus</p>
Workforce structure shortage	<p>A workforce structure shortage exists when the Chief of Army directs that an employment category needs remedial action. The Chief of Army may consider recruiting, retention, training throughput, strength and future health elements of the employment category.</p>

3.5.90 Member this Division applies to

This Division applies to a member who is in a rank and corps combination set out in the following table.

Item	The member's corps is...	and their rank is...
1.	Royal Australian Corps of Signals	Corporal.
2.	Royal Australian Electrical and Mechanical Engineers	
3.	Royal Australian Engineers	Sergeant or Warrant Officer Class 2.

3.5.91 Division stops applying to a member on certain events

This Division ceases to apply to a member in any of the following situations.

- a. The member transfers to the Reserves.
- b. The member transfers to an employment category that does not have a workforce structure shortage.
- c. The member transfers to the Navy or the Air Force.
- d. The member transfers out of the corps for which they were made an offer to join the bonus scheme.

3.5.92 Offer to join the bonus scheme

1. The Director General Personnel – Army may offer a completion bonus to a member who meets all of the following conditions on a date set out in subsection 2 (the assessment date).
 - a. The member is in an employment category with a workforce structure shortage.
 - b. The member is not serving under a period of formal warning or censure.
 - c. The member is not classified as medically unfit. In this paragraph medically unfit means the member is not fit to perform their full duties for medical reasons, and is unlikely to recover within 12 months.
 - d. The member does not have any of the following liabilities.
 - i. An initial minimum period of service set at the time of their appointment or enlistment.
 - ii. A return of service obligation.
 - iii. An undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991*, as preserved by item 4 of Schedule 4 *Defence Legislation Amendment Act (No. 1) 2005*.
 - iv. An undertaking for service for the purpose of another bonus payment under this Part.
 - v. Eligible service for the purpose of the Army – 1st Recruit Training Battalion recruit instructors scheme.

See: Division 10, Army – 1st Recruit Training Battalion recruit instructors scheme
 - e. The member has not voluntarily been reduced in rank in the year before the assessment date.

Example: On 1 May a member is assessed to see if he is eligible for a bonus. On 15 September the year before the member was voluntarily reduced in rank. The member is not eligible for a bonus offer as the reduction happened less than a year ago.

- f. The member has not accepted an offer of a completion bonus under this Division before.

Note: Chapter 1 Part 2 Division 2 section 1.2.11, Member Chapters 1 to 17 apply to, applies to this section. It operates to limit offers to members on **continuous full-time service**.

Example: A member is a Sergeant in the Royal Australian Engineers. The Army wants to keep the member to help solve a workforce structure shortage. The member is made an offer of a completion bonus.

Non-example: A member is a Corporal in the Royal Australian Corps of Signals. The member has been told she is being considered for promotion to Sergeant. She asked not to be promoted, as she wanted to be offered the bonus. Director General Personnel – Army chooses not to offer the bonus to the member. He believes the bonus should not be used to prevent normal career progression.

2. The following table sets out the assessment dates for each corps. To avoid doubt, assessment date for a member may be in any year from 2012 to 2016.

Item	A member who is in...	must meet subsection 1 conditions on this assessment date...	but eligibility assessments are not made after...
1.	the Royal Australian Corps of Signals (Group A members)	1 May	1 May 2016.
2.	either of the following corps (Group B members) <ol style="list-style-type: none"> a. Royal Australian Electrical and Mechanical Engineers. b. Royal Australian Engineers. 	1 August	1 August 2016.

3. The offer must be made using the form at Part A to Annex 3.5.I.

See: Annex 3.5.I, Army – targeted rank and employment category completion bonus

4. The offer must be for a period of three years' service that counts towards the bonus.

3.5.93 How to accept an offer under this Division

1. In order to accept an offer of a bonus a member must respond by the date specified in the offer.

Exception: Director General Personnel – Army may decide that a later date of acceptance is reasonable, having regard to the member's circumstances.

2. The member may choose to reject an offer made under section 3.5.92.

See: Section 3.5.92, Offer to join the bonus scheme

3. A member must take both the following actions to accept an offer.
 - a. Accept the offer using the acceptance form at Part B to Annex 3.5.I.
See: Annex 3.5.I, Army – targeted rank and employment category completion bonus
 - b. Elect how the benefit is to be paid, using the form at Annex 3.5.J.
See: Annex 3.5.J, Bonus payment election
4. The acceptance must include an undertaking to serve for three years of service that counts towards the bonus.
5. This subsection applies to a member described in the following table. The member's acceptance is not effective unless the member also fulfils the additional requirement described in the table.

Item	Member	Additional requirement
1.	Member of the Reserves on <i>continuous full-time service</i>	That the member is transferred to the Australian Regular Army.
2.	Member who will reach their retirement age before the day that is three years from the commencement date specified in the offer.	The member must have a written direction from the CDF under paragraph 23(2)(b) of the <i>Defence Regulation 2016</i> , allowing the member to serve until a day that is not earlier than the last day of the agreed period of service.
3.	Member on fixed period of enlistment that is due to end before the date three years from the commencement date specified in the offer.	That the member has either of the following outcomes. <ol style="list-style-type: none"> a. Their enlistment is converted to enlistment for an indefinite period. b. Their fixed period of enlistment is extended to at least the date three years from the commencement date specified in the offer.
4.	Member who has applied to resign in less than three years, and whose application was granted.	That both of the following events occur. <ol style="list-style-type: none"> a. The member applies to withdraw their application to resign. b. The member's withdrawal is accepted.

3.5.94 Period of service

1. The member's three years of service starts on the commencement day specified in the offer.

Examples: 1 June, 1 September

2. The three years of service must be service that counts towards the bonus. This may be broken by service that does not count towards the bonus.

Example: A member joins the scheme. Two years after joining, the member takes two weeks of leave without pay. Leave without pay does not count towards the bonus. The member takes three years and two weeks to get their completion bonus.

3. A member who meets all the following conditions after they accept an offer of a bonus remains eligible to provide service that counts towards that bonus.
 - a. The member is promoted.
 - b. The member is in an employment category with a workforce structure shortage.
 - c. The member remains in a corps described in the table in subsection 3.5.90.

See: Subsection 3.5.90, Member this Division applies to

Related Information: Section 3.5.91, Member this Division does not apply to

3.5.95 Service that counts towards the bonus

1. To count towards the bonus, service must meet all the following conditions.
 - a. It is continuous full-time service.
 - b. It is paid.
 - c. It is in a corps listed in the table in section 3.5.90.

See: Section 3.5.90, Member this Division applies to
 - d. It is not excluded from counting towards the bonus by subsection 2.
- 1A. For a member on a flexible service determination, when calculating the number of days of eligible service that count towards the bonus, each day in a member's pattern of service is multiplied by 1.4. The total number of days of effective service in a fortnight must not exceed 14.
- 1B. For a member on a flexible service determination, each day in a member's pattern of service over a fortnightly period can be either of the following.
 - a. A day in the fortnight that equals or exceeds eight hours.
 - b. A combination of part days in the fortnight that add up to eight hours.
2. The following table lists a range of leave types and activities and sets out how that service counts towards the bonus.

Item	Activity	Effect	
	Leave and absence		
		Specific period	Effect
1.	Paid leave Exceptions: Short absence, medical absence. Examples: Recreation leave, paid maternity leave, long service leave at full pay, long service leave at half pay.	First six weeks of paid leave in a leave year. The leave is cumulative.	Counts towards the bonus.
		Paid leave after six weeks in a leave year .	Does not count towards the bonus.
		Example: A member has four weeks of paid leave in March. In May the member has three more weeks of paid leave. The first six weeks of the member's leave counts towards the bonus. The last week does not count towards the bonus.	

Item	Activity	Effect	
2.	...		
3.	Short absence	Counts towards the bonus.	
		Specific period	Effect
4.	Medical absence	First 28 days of any medical absence.	Counts towards the bonus.
		Period of absence after 28 days.	Does not count towards the bonus.
5.	Unpaid leave Examples: Leave without pay, maternity leave without pay.	Does not count towards the bonus.	
6.	Absence without leave		
	Other commitments		
7.	A period when the member is serving an undertaking for service for the purpose of another bonus payment under this Part.	The period only counts toward the earlier undertaking.	
	Other commitments		
8.	A period when the member is performing eligible service for the purpose of the Army – 1 st Recruit Training Battalion recruit instructors scheme. See: Division 10, Army – 1 st Recruit Training Battalion recruit instructors scheme	Does not count towards the bonus.	
9.	A period when the member is serving a return of service obligation.		
9A.	A member on a flexible service determination.	Each day in a member's pattern of service is effective service and counts towards the bonus.	
	Administrative sanctions		
10.	A period when the member is serving under a formal warning or censure.	Does not count towards the bonus.	

Item	Activity	Effect
<i>Not performing employment category duties</i>		
11.	A period for which the Director General Personnel – Army determines the member is not performing the duties of the employment category for which the bonus was offered. Example: A member is given duties at another location for compassionate reasons. These duties do not relate to the member's trade. Director General Personnel – Army determines the member is not performing the duties of the member's employment category.	Does not count towards the bonus.
12.	A period when the member is reduced to a rank lower than that for which the bonus offer was made.	
13.	Imprisonment, detention or suspension from duty without pay.	

3.5.96 Payment of the bonus

1. The completion bonus is paid at the end of three years of service that counts towards the bonus.

Note: Paragraph 3.5.92.1.f operates to ensure the bonus may only be paid to a member once.

2. The amount of the bonus is the greater of the following amounts.
 - a. The member's salary for rank, pay grade and increment at the time the offer is made.
 - b. The member's salary for rank, pay grade and increment at the end of three years of service that counts towards the bonus.

Example: A Corporal joins the scheme. Two years later the member is promoted to Sergeant. At the end of three years of service that counts towards the bonus the member is entitled to be paid a bonus equivalent to their current Sergeant salary. That salary reflects their current rank and pay grade.

3. A member who meets both the following conditions is not entitled to a bonus under this Division.
 - a. The member is performing service that counts towards a bonus under this Division.
 - b. The member makes an undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* (as preserved by item 4 of Schedule 4 *Defence Legislation Amendment Act (No. 1) 2005*).

Example: A Sergeant joins this bonus scheme. Two years later the member becomes eligible for the MSBS retention benefit. The member makes an undertaking for further service under that scheme. The member has no entitlement to a partial benefit under this bonus scheme, and will not get a full benefit under this scheme for serving for three years.

3.5.97 Partial payment of bonus

A member is to be paid a partial payment if they fail to complete three years of service that counts towards the bonus for any of the following reasons.

- a. The Director General Personnel – Army determines that the member's reason for ceasing to serve is beyond the member's control.
- b. The member's service is terminated because they are medically unfit for service in the ADF.

See: Paragraph 24(1)(a) of the *Defence Regulation 2016*
- c. The member dies.
- d. The member is commissioned as an officer.
- e. The member has not completed three years of service that counts towards the bonus by 31 August 2019.

3.5.98 Calculation of partial bonus payment

The following table shows how to calculate a partial completion bonus that a member is entitled to under section 3.5.97.

See: Section 3.5.97, Partial payment of bonus

Step	Action
1.	Count the number of calendar days since the member's undertaking to serve started. This is the day specified in the member's offer.
2.	Subtract the number of days of service that do not count towards the bonus from the outcome of Step 1. For a member on a flexible service determination, multiply this result by 1.4.
3.	Divide the outcome of Step 2 by 1095. If the period includes 29 February, divide by 1096.

Step	Action
4.	Find the member's salary at the time the offer was made, and the member's salary at the time of becoming eligible for the partial bonus. Do not include allowances. Determine which rate is higher.
5.	Multiply the outcome of Step 3 by the outcome of Step 4.
6.	The member may be paid the outcome of Step 5.

Example: A member joins the scheme, and their service period starts on 1 September 2012. The member's last day in the scheme is 12 November 2013. It is determined the reason for leaving is beyond the member's control. The member's salary at the time of leaving the scheme is \$65,000 and they had no days that did not count towards the bonus. When they joined the scheme their salary was \$63,000. The member's partial bonus payment is calculated as follows.

Step	Action
1.	There have been 438 days since the member's undertaking to serve started.
2.	The member had no days of service that did not count towards the bonus. $438 - 0 = 438$ days
3.	438 divided by $1095 = 0.4$
4.	The member joined the scheme with a salary of \$63,000. The salary is \$65,000 at the time of becoming eligible for the partial bonus. The higher of the salaries is \$65,000.
5.	$\$65,000$ multiplied by $0.4 = \$26,000$.
6.	The member may be paid \$26,000.

3.5.99 Ending the bonus scheme

This Division will cease to have effect on 1 September 2019.

Annex 3.5.A: Eligible members – employment categories

This Annex is reserved for publication in the *ADF Pay and Conditions Manual* of an administrative description of eligible members and employment categories for payment of the Military Superannuation and Benefits Scheme retention benefit authorised under Part 8 of the *Military Superannuation and Benefits Act 1991*.

Annex 3.5.B: Bonus framework form

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in two parts.

Part A – provides information about the offer and the bonus scheme, and is for you to keep.

Part B – your formal acceptance of the offer and your agreement to serve for an agreed period of between one and three years.

You must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid.

Part A: Offer and information about the retention bonus scheme

This Part provides information about the retention bonus you have been offered, and is for you to keep.

If you fill in and sign the acceptance form, you are accepting an offer made to you under the retention bonus scheme authorised under Chapter 3 Part 5 Division 2 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* ('the Determination').

Offer

The offer made is as follows:

.....[*member's name*] is hereby offered a bonus by Director General Navy People/Director General Personnel – Army/Director General Personnel – Air Force [*delete whichever is irrelevant*].

The bonus offered is an amount of \$.....which has been approved by Chief of Navy/Chief of Army/Chief of Air Force [*delete whichever is irrelevant*].

If the offer is accepted, the member must perform a period of service [*period between one and three years*] (the 'agreed period of service'), in the following position, employment category or specialisation:

.....

Signed this day by:

Name:.....Rank:.....
Director General Navy People/Director General Personnel – Army/Director General Personnel – Air Force
[*delete whichever is irrelevant*].

Information about the retention bonus scheme

I understand that my acceptance of this retention bonus is subject to the following terms and conditions.

1. I hold a position, employment category or primary qualification for which I have been offered a bonus under this Division.
2. My service in the Permanent Forces is not expected to end before the last day of agreed period of effective service due to reaching retirement age, the end of the period for which I have been given permission to serve beyond my retirement age, or the completion of a fixed period of service.
3. On joining the scheme, I will be paid the amount of retention bonus that was offered to me.
4. If I accept the offer of a retention bonus under this Division, I must serve the period specified in the offer. This period is called my 'agreed period of effective service' and I must serve it in the position, employment category or specialisation for which the bonus was offered to me.
5. If I leave the position, employment category or primary qualification for which the bonus was offered to me by my Service for a reason within my control, I will have to repay the full amount of the bonus.
6. I may not be asked to repay part of the bonus if I do not complete the agreed period of service for a reason beyond my control. Examples are if I am transferred out of the employment category I am in for Service reasons, my service is terminated because of redundancy or for medical reasons, or I die.
7. If I start to serve an undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* (as preserved by item 4 of Schedule 4 of the *Defence Legislation Amendment Act (No. 1) 2005*) ('an MSBS undertaking') before I finish the retention bonus, I may not finish my agreed period of service for the retention bonus until after I have completed the MSBS undertaking.
8. If I start to serve a return of service (ROSO) or other undertaking for further service after I have accepted the offer of a retention bonus, I will have to complete my agreed period of service after I finish my ROSO or undertaking for further service.
9. I must also elect how the money is to be paid. It may be paid into my bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election
10. Effective service for the retention bonus is continuous full-time service for which salary is paid. Leave or other events may not be effective service and may reduce my amount of retention bonus. The table in subsection 3.5.10.3 of the Determination shows what counts as effective service.
11. If I am already in another bonus scheme under the Determination, I may be paid out of that scheme on a pro rata basis or serve my agreed period of service under this bonus after I complete my service undertaking for the earlier bonus.

Full details of the completion bonus scheme are contained in Chapter 3 Part 5 Division 2 of Defence Determination 2016/19, *Conditions of service*.

This acceptance form, and the related parts of Defence Determination 2016/19, is the whole agreement between the Commonwealth and me about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things I may have been told about the scheme or things I may have read elsewhere.

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 2 of Defence Determination 2016/19, *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Dated this day of 20

Signed

Printed name

Witness
(This person must be
above the applicant in the
chain of command)

Signed

Printed name and rank

I,

.....
(Rank)

.....
(Last name)

.....
(Given name)

.....
(Employee ID)

verify that the member has met all requirements for payment of the retention bonus.

Approved

Administrator authorised for and on behalf of the
member's Service

Annex 3.5.C: Completion bonus – occupations, date for acknowledgment of offer and bonus amount

Part 1 Medical and dental officers

1.1 Member this Part applies to

This Part applies to a member who is a medical officer or dental officer.

1.2 Table – required period of effective service and bonus amount

Column 1	Column 2
Required period of effective service for offers made in the specified calendar year	Prescribed amount \$
1998 3 years	90,000
1999 3 years	90,000

Part 2 Certain members in the Submarine Arm of the Navy

2.1 Application

1. This Annex applies to a member in the Submarine Arm of the Navy if:
 - a. the member holds the substantive rank of Commander or lower on the day the member acknowledges an offer; and
 - b. the member has a continuing liability for a sea or shore posting in the Submarine Arm; and
 - c. subject to subsection 3 — the member meets the medical fitness standards for sea duty on a submarine; and
 - d. any of the following subparagraphs apply in relation to the member:
 - i. the member has completed *Collins* Class submarine conversion training and has occupied a sea or shore posting in the Submarine Arm at any time since the end of 31 December 1996;
 - ii. the member has completed *Collins* Class submarine initial training and is qualified to occupy (but has not occupied) such a posting;
 - iii. the member is not qualified to occupy such a posting and begins *Collins* Class submarine initial training by the end of 31 December 1999;
 - iv. the member is qualified to be posted to an *Oberon* Class submarine and has volunteered to undertake *Collins* Class submarine conversion training;

- v. the CDF certifies that the member has demonstrated a high level of performance in a submarine crew or support capacity, and that the member's retention is essential to fill certain critical postings in the Submarine Arm.
- 2. In order to be entitled to the completion bonus offered, a member mentioned in subparagraph 1.d.iii or iv must complete *Collins* Class submarine initial or conversion training, as the case requires, during the required period of effective service, unless the CDF certifies that the member is unable to complete the training because of the exigencies of the Service.
- 3. A member to whom subparagraph 1.d.v applies is not required to meet medical fitness standards higher than the standards for a shore posting in the Submarine Arm.

2.2 Date for acknowledgment of offer

An offer must be acknowledged by the end of 31 December 1999.

2.3 Beginning of the required period of effective service

The required period of effective service begins on:

- a. for a member mentioned in subparagraph 2.1.d.iii — the day the member qualifies for the Submarine Sea Qualification; and
- b. otherwise — 1 January 2000.

2.4 Table – required period of effective service and bonus amount

Column 1 Required period of effective service	Column 2 Prescribed amount \$
2 years	35,000

Annex 3.5.D: Navy Electronics Technical (junior sailor) completion bonus

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in two parts.

Part A – provides information about the offer and the bonus scheme, and is for you to keep.

Part B – your formal acceptance of the offer and your agreement to serve for an agreed period of between one and five years.

You must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid.

Part A: ADF offer

I am offering you entry to the Navy Electronics Technical junior sailor completion bonus scheme. This is authorised under Chapter 3 Part 5 Division 4 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903*. The offer will only be made once.

1. You elect to serve in the Electronics Technical category for between one and five years. This may be called your required period of effective service.
2. You will be paid a \$5,000 acceptance payment on electing to join the scheme.
3. You will be paid a \$5,000 yearly completion bonus on your first anniversary of joining the scheme. If you had service that was not effective service in that year, this amount will be reduced or the period you must serve will be extended.
4. You will be paid a \$10,000 yearly completion bonus on your second and later anniversaries of joining the scheme. If you had service that was not effective service in those years, this amount will be reduced or the period you must serve will be extended.
5. The yearly completion bonuses will be paid for the number of years you provide effective service under the scheme. For example, if you elected to serve for four years, you will be paid four yearly completion bonuses.
6. Yearly completion bonuses will not be paid after you leave the Electronics Technical category, or become a commissioned officer. If you resign your commission special arrangements apply.
7. You will be paid a part payment should you be retrenched, have to leave the Electronics Technical category because you are discharged for medical reasons, become a commissioned officer or should you die.
8. I must also elect how the money is to be paid. It may be paid into my bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election

9. You are strongly advised to seek professional financial advice about this decision. ADF members are not qualified to provide this advice.
10. If you wish to accept this offer you have four weeks from the date you receive the offer to sign the form at Part B. If you are deployed, you have six months from the date you receive the offer (see section 3.5.28 of the Determination).

Effective service for the purposes of this offer is defined as continuous full time service for which salary is paid. It does not include these periods.

Activity	Effect
Part time leave without pay	The unpaid component of a part-time leave without pay working pattern will reduce your yearly completion bonus.
Unpaid leave for 21 days or more	Will extend the period of time you must serve.
Absence without leave	
Imprisonment, detention or suspension from duty without pay	
Leave at half pay	Half the period of the leave will reduce your yearly completion bonus.
An undertaking for further service, under the <i>Military Superannuation and Benefits Act 1991</i> or another arrangement.	This period is not effective service, and will extend the period you must serve.
A period when you are discharging another return of service obligation. There are limited exceptions.	

Full details of the completion bonus scheme are contained in Chapter 3 Part 5 Division 4 of Defence Determination 2016/19, *Conditions of service*.

This offer, and the related parts of Defence Determination 2016/19, are the whole agreement between the Commonwealth and you about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things you may have been told about the scheme or things you may have read elsewhere.

Signed for and on behalf of the CDF

.....
(Signature)

.....
(Date)

Printed name.....

Rank.....

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 4 of Defence Determination 2016/19, *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Part B: Acknowledgment and undertaking to serve form

I,
(Rank) (Name) (Service number)
accept the offer to serve in the Electronics Technical employment category and to join the Navy Electronics Technical (junior sailor) completion bonus scheme.

I agree to serve for years.
(insert whole number, between one and five)

I acknowledge that the provisions of Chapter 3 Part 5 Division 4 of Defence Determination 2016/19, *Conditions of service*, have been brought to my notice.

I acknowledge that the required period of effective service will be suspended during any periods that are not effective service as defined in section 3.5.24 of the Determination.

I acknowledge that I will not be paid yearly completion bonuses unless I stay in the Electronics Technical employment category.

I have/have not* sought independent legal advice in relation to this undertaking.
I have/have not* sought independent financial advice in relation to this undertaking.
I have completed the options for payment (Annex 3.5.J).

Dated this	day of	20
<hr/>		<hr/>
Signed		Printed name
<hr/>		<hr/>
Signed (witness)		Printed name (witness)
<hr/>		<hr/>
Address		<hr/>
		<hr/>
Occupation		<hr/>
Date		<hr/>

I approve this application under Chapter 3 Part 5 Division 4 of Defence Determination 2016/19, *Conditions of service*.

Authorised person
for and on behalf of
the Chief of the Defence Force

Send the completed forms to the Directorate of Sailors' Career Management
Attention: Promotion PO

Defence Determination 2016/19, Conditions of service

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Annex 3.5.E: Navy – Marine Technical and Electronics Technical (sailors) retention bonus

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in three parts.

Part A – provides information about the offer and the bonus scheme, and is for you to keep.

Part B – your formal acceptance of the offer and your agreement to serve for an agreed period.

Part C – to be completed if you are seeking an offer or adjustment to previous payments.

You must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid.

Part A: ADF offer

Under Chapter 3 Part 5 Division 5 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* (the Determination), I am authorised to offer you a Navy Marine Technical or Electronics Technical retention bonus of \$

In accepting the offer, you are agreeing to serve for

The retention bonus scheme has these features.

1. You will serve in the Marine Technical or Electronics Technical category for the period of the offer.
2. The amount of bonus you are paid depends on your rank and qualifications, outlined in the Determination.
3. The retention bonus will not be paid after you leave the Marine Technical or Electronics Technical category or leave the ADF. If you do these things you will have to repay a part of your bonus.
4. You will not have to repay an amount should you be retrenched, have to leave the Marine Technical or Electronics Technical category because you are discharged for medical reasons or transferred out for Service reasons, or should you die.
5. You must elect how the money is to be paid. It may be paid into your bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election

6. If you wish to accept this offer you have four weeks from the date you receive the offer to sign the form at Part B. If you are deployed, you have six months from the date you receive the offer (see section 3.5.43 of the Determination).

If you have periods that are not effective service, the period you must serve may be extended. "Effective service" is defined as continuous full time service which is paid. It does not include these periods.

Activity	Effect
Part time leave without pay	The unpaid component of a part-time leave without pay working pattern will reduce your yearly bonus.
Unpaid leave for 21 calendar days or more	Will extend the period of time you must serve.
Absence without leave	
Imprisonment, detention or suspension from duty without pay	
Leave at half pay	Half the period of the leave will reduce your yearly bonus.
An undertaking for further service, under the <i>Military Superannuation and Benefits Act 1991</i> or another arrangement.	This period is not effective service, and will extend the period you must serve.
A period when you are discharging another return of service obligation. There are limited exceptions.	

Full details of the retention bonus are contained in Chapter 3 Part 5 Division 5 of Defence Determination 2016/19, *Conditions of service*.

All members are strongly advised to seek independent legal and financial advice when making this decision. ADF members are not qualified to provide this advice.

This offer, and the related parts of Defence Determination 2016/19, are the whole agreement between the Commonwealth and you about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things you may have been told about the scheme or things you may have read elsewhere.

.....
(for and on behalf of
the Chief of the Defence Force)

Printed name.....

Rank.....

Date.....

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 5 of Defence Determination 2016/19, *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Part B: Acknowledgment and undertaking to serve form

I,
(Rank) (Name) (Service number)

accept the offer to serve in the Marine Technical or Electronics Technical employment category and to join the Marine Technical or Electronics Technical (sailors) retention bonus scheme.

I agree to serve for the period stated in the offer.

I acknowledge that the provisions of Chapter 3 Part 5 Division 5 of Defence Determination 2016/19, *Conditions of service*, have been brought to my notice.

I acknowledge that the required period of effective service will be suspended during any periods that are not effective service as defined in the Determination.

I acknowledge that I will be required to repay part of the retention bonus in the circumstances outlined in the Determination.

I have/have not* sought independent legal advice in relation to this undertaking.

I have/have not* sought independent financial advice in relation to this undertaking.

Dated this day of 20

Signed

Printed name

Signed (witness)

Printed name (witness)

Address _____

Occupation _____

Date _____

I approve this application under Chapter 3 Part 5 Division 5 of Defence Determination 2016/19, *Conditions of service*.

Authorised person
for and on behalf of
the Chief of the Defence Force

Send the completed forms to the Directorate of Sailors' Career Management
Attention: Promotion PO 3.

Part C: Application

Members who are eligible for a benefit will be automatically made an offer, to start on 1 November each year. In certain circumstances, out of session offers will need to be made. Members seeking an offer or adjustment to previous payments should complete this application form and send it to the Directorate of Sailors' Career Management, Attention: Promotion PO 3.

I am seeking an offer under Chapter 3 Part 5 Division 5 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* for a Navy Marine Technical or Electronics Technical Sailor Retention Bonus. This is because:

- ☐ I have gained an initial qualification
(Marine Technical sailors only) Marine Systems Controller Certificate or Machinery Watchkeeping Certificate gained on _____ (date)
The qualification must be recorded in PMKeyS.
- ☐ I have gained a higher qualification
I gained the higher qualification on _____ (date)
It is a:
☐ Marine Systems Manager Certificate
☐ Engine Room Watchkeeping Certificate Common
☐ Marine Technical Charge Certificate
☐ Electronics Technical Certificate of Competence
The qualification must be recorded in PMKeyS.
- ☐ I have been promoted to Petty Officer
(Electronics Technical sailors only) I am not under an obligation to serve due to payment of an Electronics Technical (junior sailor) retention bonus.
- ☐ Other Provide reason for application:

.....
(Signature of member)

.....
(Signature of Divisional Officer)

Printed name.....

Printed name.....

Rank.....

Rank.....

No.

No.

Date.....

Date.....

[] I have confirmed that the qualification is entered into
PMKeyS.

Annex 3.5.F: ADF gap year – education bonus

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in two parts.

Part A – provides information about the scheme, and is for you to keep.

Part B – is your application to join the scheme.

You must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid.

Part A: Application information

I am applying for the ADF gap year – education bonus. This is authorised under Chapter 3 Part 5 Division 6 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* ('the Determination').

I understand that my application for this scheme is subject to the following terms and conditions.

1. I must meet the conditions for eligibility to join the scheme under the Determination.
2. I will be paid a \$10,000 bonus payment on re-enlistment or re-appointment to the ADF.
3. I must also elect how the money is to be paid. It may be paid into my bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election

4. I am advised to seek professional financial advice about the payment of the bonus. ADF members are not qualified to provide this advice.

Full details of the ADF gap year – education bonus are contained in Chapter 3 Part 5 Division 6 of Defence Determination 2016/19, *Conditions of service*.

This application, and the related parts of Defence Determination 2016/19, are the whole agreement between the Commonwealth and me about the nature of this bonus. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things I may have been told about the bonus or things I may have read elsewhere.

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 6 of Defence Determination 2016/19 *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Part B: Application for the ADF gap year – education bonus

I,
(Rank) (Last name) (Given name)

..... ,
(Service number) (Employee ID)

apply for the ADF gap year – education bonus.

I acknowledge that the provisions of Chapter 3 Part 5 Division 6 of Defence Determination 2016/19, *Conditions of service*, have been brought to my notice.

This is my first application for the bonus. Yes [] No []

I have read and understood Part A of this application. Yes [] No []

I have completed the options for payment (see Annex 3.5.J, Bonus payment election.) Yes [] No []

Dated this day of 20

Signed

Printed name

Witness
(This person must not be
below the applicant in the
chain of command)

Signed

Printed name

I,
.....
(Rank) (Last name) (Given name) (Employee ID)

verify that the member has met all the requirements for payment of the bonus payment.

Annex 3.5.G: Navy – Individuals critical to Navy capability

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in two parts.

Part A – provides information about the offer and the bonus scheme, and is for you to keep.

Part B – your formal acceptance of the offer and your agreement to serve for an agreed period of up to two years.

You must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid.

Part A: Offer and information about the retention bonus scheme

This Part provides information about the retention bonus you have been offered, and is for you to keep.

If you fill in and sign the acceptance form and the form in Annex 3.5.J, you are accepting an offer made to you under the Navy – Individuals critical to Navy capability retention bonus authorised under Chapter 3 Part 5 Division 9 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* ('the Determination').

Offer

The offer made is as follows:

.....[*member's name*] is hereby offered a bonus by Director Navy People Career Management Agency/Deputy Director Navy People Career Management Agency [*delete whichever is irrelevant*].

The bonus offered is an amount of \$.....which has been approved by the Director General Navy People.

If the offer is accepted, the member must perform a period of

.....service (the 'agreed period of service') in the following position, employment category or primary qualification:

.....

Signed this day by:

Name:.....Rank:.....
Director Navy People Career Management Agency/Deputy Director Navy People Career Management Agency [*delete whichever is irrelevant*].

Information about the retention bonus scheme

I understand that my acceptance of this retention bonus is subject to the following terms and conditions.

1. I hold a position, employment category, primary qualification or skill set for which I have been offered a bonus under this Division.
2. My service in the Permanent Forces is not expected to end before the last day of the agreed period of effective service due to reaching retirement age, the end of the period for which I have been given permission to serve beyond my retirement age, or the completion of a fixed period of service.
3. On joining the scheme, I will be paid the amount of retention bonus that was offered to me.
4. If I accept the offer of a retention bonus under this Division, I must serve the period specified in the offer. This period is called my 'agreed period of effective service' and I must serve it in the position, employment category or primary qualification for which the bonus was offered to me.
5. If I leave the position, employment category or primary qualification for which the bonus was offered to me by Navy for a reason within my control, I may have to repay a part of the bonus.
6. I may not be asked to repay part of the bonus if I do not complete the agreed period of service for a reason beyond my control. Examples are if I transfer out of the trade, employment category or primary qualification I am in for Service reasons; my service is terminated because of redundancy or for medical reasons; or I die.
7. If I start to serve an undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* (as preserved by item 4 of Schedule 4 of the *Defence Legislation Amendment Act (No. 1) 2005*) ('an MSBS undertaking') before I finish the retention bonus, I may not finish my agreed period of service for the retention bonus until after I have completed the MSBS undertaking.
8. If I start to serve a return of service (ROSO) or other undertaking for further service after I have accepted the offer of a retention bonus, I will have to complete my agreed period of service after I finish my ROSO or undertaking for further service.
9. I must also elect how the money is to be paid. It may be paid into my bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election

10. Effective service for the retention bonus is continuous full-time service for which salary is paid. Leave or other events may not be effective service and may reduce my amount of retention bonus. The table in subsection 3.5.70.3 of the Determination shows what counts as effective service.
11. If I am already in another bonus scheme under the Determination, I may be paid out of that scheme on a pro rata basis or serve my agreed period of service under this bonus after I complete my service undertaking for the earlier bonus.

Full details of the completion bonus scheme are contained in Chapter 3 Part 5 Division 9 of Defence Determination 2016/19, *Conditions of service*.

This acceptance form, and the related parts of Defence Determination 2016/19, is the whole agreement between the Commonwealth and me about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things I may have been told about the scheme or things I may have read elsewhere.

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 9 of Defence Determination 2016/19, *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Dated this day of 20

Signed

Printed name

Witness

*(This person must be
above the applicant in the
chain of command)*

Signed

Printed name and rank

I,

.....
(Rank)

.....
(Last name)

.....
(Given name)

.....
(Employee ID)

verify that the member has met all requirements for payment of the retention bonus.

Approved

Administrator authorised for and on behalf of the Navy

Annex 3.5.H: Army – 1st Recruit Training Battalion recruit instructors scheme

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in two parts.

Part A – provides application information about the new scheme, and is for you to keep.

Part B – is your application to join the new scheme.

You must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid.

Part A

I am applying for the 1st Recruit Training Battalion (1RTB) recruit instructors scheme. This is authorised under Chapter 3 Part 5 Division 10 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* ('the Determination').

I understand that my application for this scheme is subject to the following terms and conditions.

1. I meet the requirements to be eligible to apply for the new scheme under this Determination.
2. I will be paid a \$13,000 completion payment at the end of each training year if I serve the whole period as eligible service, performing the duties of a recruit instructor.
3. I will be paid a partial completion payment if I fail to complete a full training year as a recruit instructor for a reasons specified in section 3.5.79 of the Determination.
4. Eligible service for the bonus is paid service. Leave or other events may not be eligible **service** and may reduce my amount of completion bonus. The table in subsection 3.5.77.2 of the Determination shows periods that will not count as eligible service.
5. I am advised to seek professional legal and financial advice about this decision. ADF members are not qualified to provide this advice.
6. I must also elect how the money is to be paid. It may be paid into my bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election

Full details of the 1RTB recruit instructors scheme are contained in Chapter 3 Part 5 Division 10 of Defence Determination 2016/19, *Conditions of service*.

This application, and the related parts of Defence Determination 2016/19, are the whole agreement between the Commonwealth and me about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things I may have been told about the scheme or things I may have read elsewhere.

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 10 of Defence Determination 2016/19, *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Part B: Application for the 1RTB recruit instructors scheme

I,

.....
(Rank) (Last name) (Given name)

..... ,
(Service number) (Employee ID)

apply to join the 1RTB recruit instructors scheme.

I acknowledge that the provisions of Chapter 3 Part 5 Division 10 of Defence Determination 2016/19, Conditions of Service, have been brought to my notice.

I have read and understood Part A of this application. Yes [] No []

I have completed the options for payment (see Annex 3.5.J, Bonus payment election.) Yes [] No []

Dated this day of 20

Signed

Printed name

Witness
(This person must not be below the applicant in the chain of command)

Signed

Printed name

I,

.....
(Rank) (Last name) (Given name) (Employee ID)

certify that the member is posted and performing the duties of a recruit instructor ECN 347 and is eligible for the 1RTB recruit instructors scheme.

Member's posted APN

Signed

Appointment

Date

Annex 3.5.I: Army – targeted rank and employment category completion bonus

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form is in two parts.

Part A – provides information about the offer and the bonus scheme, and is for you to keep.

Part B – provides the formal acceptance of the offer and the agreement to serve for three years.

To accept an offer you must also complete Annex 3.5.J, Bonus payment election, to advise how the bonus is to be paid

Part A: Offer and information about the scheme

This Part provides information about the completion bonus you have been offered, and is for you to keep.

If you fill in, sign and return the acceptance form at Part B, you are accepting or refusing an offer made to you under the Army – targeted rank and employment category completion bonus scheme authorised under Chapter 3 Part 5 Division 12 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903* ('the Determination').

Offer

The Director General Personnel – Army is offering you,

.....[member's name], a
completion bonus.

The amount of bonus offered is the greater of your current base salary, or your base salary at the end of your service that counts towards the bonus, including any promotions you receive in that time. In return you must perform three years of service that counts towards the bonus. Service that counts towards the bonus is described in section 3.5.95 of the Determination.

You can only accept this offer if you also take the action that is ticked below.

- ☐ No additional action required.
- ☐ To accept the offer you must also be transferred to the Australian Regular Army. You must apply to transfer and have your application approved.
- ☐ To accept the offer, if the period of agreed service extends beyond your retirement age, you must have a written direction from CDF allowing you to serve to a day that will allow you to complete the period required for the bonus.
- ☐ To accept the offer you must also extend your fixed period of enlistment to at least three years from the commencement date below. You must apply to extend your fixed period of enlistment and have your application approved.
- ☐ To accept the offer you must also withdraw your application to resign, and have your withdrawal approved. (Resignation may be known as discharge.)

Your period of service commences on:

.....

You must respond to this offer by the following date. You may accept or refuse the offer.

.....

Dated this day of 20

Signed

Name:.....Rank:.....
Director General Personnel – Army

Information about the completion bonus

I understand that my acceptance of this completion bonus is subject to the following terms and conditions.

1. I have been notified by offer that I am eligible to join the scheme.
2. I must respond to this offer but may accept or refuse the offer.
3. I will be paid a completion bonus payment at the end of three years of service that counts towards the bonus.
4. Service that counts towards the bonus is described in section 3.5.95 of the Determination.
5. If I make an undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* I will not be paid a bonus under this scheme.
6. A partial bonus payment may only be paid if I fail to complete three years of service that counts towards the bonus for specific reasons. These are listed in section 3.5.97 of Defence Determination 2016/19. If I leave the scheme for another reason there is no partial payment.
7. If I accept the offer I must also elect how the money is to be paid. It may be paid into my bank or superannuation accounts.

See: Annex 3.5.J, Bonus payment election
8. I am advised to seek professional legal and financial advice about this decision. ADF members are not qualified to provide this advice.

Full details of the completion bonus scheme are contained in Chapter 3 Part 5 Division 12 of Defence Determination 2016/19, *Conditions of service*.

This acceptance form, and the related parts of Defence Determination 2016/19, are the whole agreement between the Commonwealth and me about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things I may have been told about the scheme or things I may have read elsewhere.

Privacy notice

This information is being collected by the Department of Defence.

You may request access to or correction of personal information held about you in relation to this scheme by contacting the Defence Service Centre on 1800 333 362 or emailing dsc@defence.gov.au

If you have concerns about the handling of your personal information, you should raise your concerns with the Defence Service Centre in the first instance, or contact the Defence Privacy Officer at defence.privacy@defence.gov.au.

Defence collects your personal information provided under this form for the primary purpose of assessing eligibility for a retention and completion benefit, and administering it. The Department of Defence may also use your personal information to conduct investigations or inquiries and to take administrative or disciplinary action relating to the making of false claims for the benefit.

Defence may disclose personal information about you relating to this scheme to ComSuper, the Commonwealth Superannuation Corporation, the Australian Taxation Office and Smartsalary.

Your information is collected under Chapter 3 Part 5 Division 12 of Defence Determination 2016/19, *Conditions of service*. You do not have to provide the information. However, if you do not provide the information, Defence will not be able to see if you are eligible for the benefit, or administer it.

Information disclosed to Smartsalary may be held on Smartsalary servers located in Japan and the United States of America.

Further information is provided in the Defence Privacy Policy, which is available on the internet at www.defence.gov.au/ComplaintResolution/privacy.asp. This contains information on how an individual may apply for access to their personal information and how an individual may apply to have their personal information amended. It also contains information for individuals on how to make a privacy complaint to Defence if they consider Defence may have breached the APPs.

Part B: Acceptance or refusal of offer and undertaking to serve

I,
(Rank) (Last name) (Given name)
.....,
(Service number) (Employee ID)

Please tick one.

() **accept** the offer to join the Army – targeted rank and employment category completion bonus scheme.

() **refuse** the offer to join the Army – targeted rank and employment category completion bonus scheme.

If you have accepted the offer, please tick the boxes that apply below.

I have read and understood Chapter 3 Part 5 Division 12 of Defence Determination 2016/19.	Yes []	No []
I have read and understood Part A of this form.	Yes []	No []
I agree to serve for three years of service that counts towards the bonus. Any service that I have that is not service that counts towards the bonus will extend the period until I reach three years of service that counts towards the bonus.	Yes []	No []
I have sought independent legal advice in relation to this undertaking.	Yes []	No []
I have completed the options for payment (see Annex 3.5.J, Bonus payment election.)	Yes []	No []

Dated this day of 20

Signed

Printed name

Witness _____
Signed

Printed name and rank

Part B: Superannuation fund nomination

This section must be completed if either option two or three has been selected for one of the items in Part A. I understand that if I select option 2 there may be a cost I must pay.

Option one: ☐ Paid as an employer contribution into my Military Superannuation and Benefits Scheme ancillary account.

Refer to the Military Superannuation website for more details on the Military Superannuation and Benefits Scheme. This includes information on the ancillary account.

Option two: ☐ Paid as an employer contribution into another fund. This may be an eligible choice, industry or self-managed superannuation fund.

I understand that the Department of Defence will not be responsible for the contribution. Instead the Department of Defence will pay the money to Smartsalary, the company contracted to administer salary sacrifice arrangements. Smartsalary will then pay the money into my superannuation fund.

I acknowledge that I must arrange the contribution with Smartsalary

I understand that if I do not already have an account with Smartsalary I must take the following steps.

- a. I must register with Smartsalary.
- b. I must fill out a Smartsalary Salary Packaging Application Form. This can be found on their website at <http://www.smartsalary.com.au/>.
- c. I can only complete this election when Smartsalary have confirmed that these arrangements are in place.

The Smartsalary account number for this contribution is

.....

Part 6: Deliberately differentiated offer for members

3.6.1 Overview

1. This Part has the following purposes.
 - a. To facilitate the following outcomes.
 - i. The member who is critical to capability is retained.
 - ii. A position critical to capability is no longer at risk.
 - iii. The Defence factors that influenced the member to consider leaving the ADF are weakened.
 - iv. A succession plan to address the workforce capability gap is implemented.
 - v. A critical workforce capability gap is resolved.
 - b. To provide a selection of incentives that may be used to retain a member.
2. The deliberately differentiated offer is a management-initiated retention measure. Members may not apply for a deliberately differentiated offer.
3. This Part is not intended to be used as a talent or career management tool. It should not be used to address issues of equity and flexible work arrangements as targeted special measures are already available for these issues.

3.6.2 Definitions

For the purpose of this Part, the following definitions apply.

Term	Definition in this Part
member critical to capability	means a member for whom the CDF decides all the following circumstances exist. <ol style="list-style-type: none">a. The loss of that member would significantly impact on ADF strategic or operational capability.b. The member's skills, knowledge or qualifications cannot be readily replaced in the immediate future.c. The member has demonstrated consistent high performance.
position critical to capability	means a position that is essential to strategic or operational capability of the ADF and requires a particular set of skills, knowledge or qualification. Failure to fill the position impacts negatively on delivery of Service capability.
agreed period of service	means the period the member has agreed to serve in the position for which the deliberately differentiated offer is made. It is notified to the member using the form at Annex 3.6.A.
workforce capability gap	means the gap between the current and required capability of the workforce.

3.6.3 Member this Part applies to

For this Part, the member must meet all of the following conditions.

- a. The member is either of the following.
 - i. A member of the Permanent Forces.
 - ii. A member of the Reserves on continuous full-time service.
- b. The member is a member critical to capability.

See: Section 3.6.2, Definitions

3.6.4 Situations that delay service

A member who is offered a deliberately differentiated offer under this Part cannot start their agreed period of service if any of the following circumstances apply to them.

Note: This means a member may accept an offer and benefits may start, but their agreed period of service only starts after they stop being in any of these situations.

- a. The member is not on paid service.

Example: A member on leave without pay.

- b. The member is subject to an undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* (as preserved by item 4 of Schedule 4 *Defence Legislation Amendment Act (No. 1) 2005*).
- c. The member has any of the following liabilities.

- i. An initial minimum period of service.

See: Chapter 1 Part 3 Division 3 section 1.3.29A, Initial minimum period of service

- ii. A return of service obligation.

See: Chapter 1 Part 3 Division 3 section 1.3.69, Return of service obligation (definition)

- iii. The member is on Reserve service.

Exception: Reserve member on continuous full-time service.

- d. The member is on Reserve service.

Note: Reserve service does not include continuous full-time service.

3.6.5 Considerations before an offer is made

1. Before deciding that a member is to be given a deliberately differentiated offer, the CDF must have regard to the following circumstances.
 - a. Whether the member has applied, or is expecting to apply, to change their period of service that has the effect of bringing forward the end of the member's service in the Permanent Forces.
 - b. Whether the member has undertaken, or is expected to undertake, a further period of continuous full-time service in the position.
 - c. Whether the member has indicated that they are unwilling to remain in or move to a position critical to capability.
2. Before deciding which benefits in this Part to include in the deliberately differentiated offer made to the member, the CDF must consider the following matters, if relevant.
 - a. Any evidence that failure to retain the member will cause a workforce capability gap.
 - b. The manner in which the current and future duties of the member support capability.
 - c. Whether the member holds skills, knowledge or qualifications that are essential to the delivery of Service capability.
 - d. The required period of service to assist succession in the position.
 - e. The anticipated timeframe to backfill the position if the member were to leave the Permanent Forces or resign from the ADF.
 - f. The potential for the succession plan developed by the Service career management agency to address the position critical to capability or workforce capability gap within the agreed period of service of the deliberately differentiated offer.
 - g. Any factors that could reduce the negative impact to capability.
 - h. The member's professional and personal situation, and what types of incentives would encourage the member to continue serving in the position for the agreed period of service.
 - i. Any external organisation's offer of employment to the member.
 - j. The flexible working arrangements that the member may wish to access in the position.

See: Military Personnel Policy Manual, Part 7 Chapter 6, *Flexible work arrangements for members of the Australian Defence Force*.
 - k. Any other relevant matter.

3.6.6 Deliberately differentiated offer

1. The benefits in an individual member's deliberately differentiated offer are worked out in accordance with this section.
2. The deliberately differentiated offer may include any of the benefits outlined in the table below.

Item	The following benefit...	may be made	until...
------	--------------------------	-------------	----------

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		available from...	
1.	<p>Home purchase and sale assistance may be provided after the normal time period for eligibility has expired.</p> <p>a. Reimbursement of the costs of sale of a home may be considered after the two year time period in subsection 7.3.23.1 has lapsed.</p> <p>b. Reimbursement of costs of purchasing a home may be considered after the four year time period in paragraph 7.3.23.5.b has lapsed.</p> <p>See: Chapter 7 Part 3, Home sale or purchase</p>	a date specified by CDF	the expiry of the <i>agreed period of service.</i>
2.	<p>Removal assistance which may include a removal and associated benefits to a personal location where benefits are provided, or to another residence within location, outside the normal limits on assistance.</p> <p>a. In circumstances other than compassionate circumstances.</p> <p>b. Above normal cost limits.</p> <p>See: Chapter 6 Part 5, Removals and storage</p>	a date specified by CDF	<p>either of the following dates.</p> <p>a. The expiry of the agreed period of service.</p> <p>b. A date specified by CDF.</p>
3.	<p>Allocation of a Service Residence or rent band choice home, at or above the member's rank and bedroom entitlement. The following conditions apply.</p> <p>a. The higher contribution scheme at section 7.6.43 does not apply to this benefit.</p> <p>b. The approved rent band or additional bedroom is to be specified as part of the offer.</p> <p>See: Chapter 7 Part 6, Service residences</p>	a date specified by CDF	<p>the earlier of the following dates.</p> <p>a. The date the member vacates the residence.</p> <p>b. A date specified by CDF.</p>
4.	<p>An increased rent ceiling. The following conditions apply.</p> <p>a. Increased rent ceiling may be provided for reasons not specified in section 7.8.12.</p> <p>b. The ceiling may be increased up to an amount approved by CDF.</p> <p>c. The approved rent ceiling is to be specified as part of the offer.</p> <p>See: Chapter 7 Part 8, Rent allowance</p>	a date specified by CDF	<p>the earlier of the following dates.</p> <p>a. The date the member vacates the residence.</p> <p>b. A date specified by CDF.</p>

Item	The following benefit...	may be made available from...	until...
5.	<p>An additional number of trips in any of the following types of travel for which the member is currently eligible.</p> <p>a. Reunion travel under Chapter 9 Part 3 Division 4.</p> <p>b. Student reunion travel under Chapter 9 Part 3 Division 5.</p> <p>c. Recreation leave travel under Chapter 9 Part 4 Division 1.</p> <p>d. Remote location leave travel under Chapter 9 Part 4 Division 4.</p> <p>See: Chapter 9, ADF travel in Australia</p>	the date the agreed period of service begins	<p>either of the following dates.</p> <p>a. The expiry of the agreed period of service.</p> <p>b. An earlier date specified by CDF.</p>
6.	<p>A specified number of days of additional paid leave. The following conditions apply.</p> <p>a. Leave may be granted for up to 20 days for each 12 month period of the agreed period of service.</p> <p>b. The leave days are in addition to the member's normal leave accrual.</p> <p>c. The leave is non-accruable and expires at the end of each 12 month period.</p> <p>d. The leave is to be recorded as if it were short absence, but is not short leave from duty. Payment instead of leave is not available for this leave.</p> <p>Note: Managers continue to have discretion to approve various leave types but must consider the impact on other leave accruals.</p>	the date the agreed period of service begins	<p>either of the following dates.</p> <p>a. The expiry of the agreed period of service.</p> <p>b. An earlier date specified by CDF.</p>

3. CDF may choose which of the benefits listed in subsection 2 are to be offered to an individual member after considering the circumstances and matters listed in section 3.6.5.
4. The period of each benefit is worked out using the relevant guidance in column 3 and 4 of the table in subsection 2.
5. A retention bonus may also be offered under Part 5 Division 2, Bonus Framework, at the same time as the deliberately differentiated offer.
See: Part 5 Division 2, Bonus Framework
6. The deliberately differentiated offer may set out flexible working arrangements provided by Defence.
7. CDF must notify the member of the deliberately differentiated offer using the form at Annex 3.6.A. The form must set out the benefits and the detailed dates of duration for each benefit.

3.6.7 How the offer is accepted

1. The member may accept the offer under this Part any time after they receive it, until the latest of the following dates.
 - a. Twenty-eight days after the day the offer is made.
 - b. A longer period that the CDF decides is reasonable, having regard to the member's circumstances.
2. An acceptance made under this subsection must be on the form at Annex 3.6.A.

See: Annex 3.6.A, Deliberately differentiated offer form
3. The acceptance must include an undertaking to serve for the period of the agreed period of service, using the form at Annex 3.6.A.

3.6.8 Member does not complete the period of agreed service

1. On a day that a member ceases to complete their agreed period of service, they cease to be eligible for benefits under this Part.
2. The member is not required to repay the benefits in their deliberately differentiated offer if the member fails to complete the agreed period of service.

Note: A member who fails to complete their agreed period of service in relation to a retention bonus may be required to repay an amount of the bonus. Any repayment is worked out in accordance with the rules that apply to the relevant bonus scheme.

See: Part 5 Division 2, Bonus framework

Annex 3.6.A: Deliberately differentiated offer form

Note: This form is an approved form for the purposes of Chapter 1 Part 2 section 1.2.5, Forms.

This form provides information about the offer.

It also provides for your formal acceptance of the offer and your agreement to serve until the end of the agreed period of service for which the benefits are paid. Please keep a copy and return the signed original.

Offer and information

This Part provides information about the deliberately differentiated offer being made to you, and is for you to keep.

If you fill in and sign the acceptance form, you are accepting the deliberately differentiated offer made to you and authorised under Chapter 3 Part 6 of Defence Determination 2016/19, *Conditions of service*, made under section 58B of the *Defence Act 1903*.

Offer

The offer made is as follows:

.....[*member's name*] is hereby offered the following package of benefits by Director General Navy People/Director General Personnel – Army/Director General Personnel – Air Force [*delete whichever is irrelevant*] for the agreed period of service starting on

.....[*day/month/year*] and ending on[*day/month/year*].

The offer is made in relation to the following position that has been identified as a position critical to capability: [*delete if offer not directly associated with a position critical to capability*]

The offer is made in relation to the skills, knowledge and qualifications required to address the following workforce capability gap: [*delete if offer is directly associated with a position critical to capability*]

This deliberately differentiated offer has been approved by the CDF or his authorised person. The package of benefits provided in this offer includes the following:

[Delete all rows or dot points that do not form a part of this offer.]

[Complete all details as required. Delete any terms that do not apply.]

Item	Description of Benefit	Benefit available from...	until...
1.	Home purchase and sale assistance that includes the following: <ul style="list-style-type: none"> • Reimbursement of the costs of sale of a home after the two year time period in subsection 7.3.23.1 has lapsed. • Reimbursement of costs of purchasing a home after the four year time period in paragraph 7.3.23.5.b has lapsed. 	<i>[insert date specified by CDF.]</i>	<i>[insert date of expiry of the agreed period of service.]</i>
2.	Removal assistance that includes the following: <ul style="list-style-type: none"> • A removal and associated benefits to [a personal location/another residence within location] • It is not limited to compassionate circumstances. • It is not cost limited. 	<i>[insert date specified by CDF.]</i>	<i>[insert date of expiry of the agreed period of service or a date specified by CDF.]</i>
3.	Allocation of a [service residence/rent band choice home] that [is/has] <i>[insert the approved rent band or additional bedroom(s)]</i> . Note: The higher contribution scheme set out in section 7.6.43 will not apply.	<i>[insert date specified by CDF.]</i>	the earlier of the following dates. a. The date the member vacates the residence. b. <i>[insert date specified by CDF.]</i>
4.	Increased rent ceiling to the amount of \$ <i>[insert monetary amount]</i>	<i>[insert date specified by CDF.]</i>	the earlier of the following dates. a. The date the member vacates the residence. b. <i>[insert date specified by CDF.]</i>
5.	Additional number of travel trips for the following types of travel: <i>[delete types of travel to which the member is currently not eligible for or not included as part of this offer]</i> <ul style="list-style-type: none"> • <i>[Insert number]</i> of additional reunion travel under Chapter 9 Part 3 Division 4. • <i>[Insert number]</i> of additional student reunion travel under Chapter 9 Part 3 Division 5. • <i>[Insert number]</i> of additional recreation leave travel under Chapter 9 Part 4 Division 1. • <i>[Insert number]</i> of additional remote location leave travel under Chapter 9 Part 4 Division 4. 	<i>[insert date that the agreed period of service begins].</i>	the earlier of the following dates. a. <i>[insert date that is the expiry of the agreed period of service]</i> b. <i>[insert date specified by CDF.]</i>

Item	Description of Benefit	Benefit available from...	until...
6.	<p><i>[Insert number]</i> days of paid leave per calendar year in addition to the member's normal leave accrual.</p> <p>Note: This leave is not accruable and expires at the end of each 12 month period. It will not be paid in lieu.</p>	<i>[insert date that the agreed period of service begins]</i> .	the earlier of the following dates. a. <i>[insert date that is the expiry of the agreed period of service]</i> b. <i>[insert date specified by CDF]</i> .
7.	<p>Flexible working arrangements provided by Defence.</p> <p><i>[Insert specific details of agreed flexible working arrangements]</i></p>	<i>[insert date that the agreed period of service begins]</i> .	the earlier of the following dates. a. <i>[insert date that is the expiry of the agreed period of service]</i> b. <i>[insert date specified by CDF]</i> .

A retention bonus may also be offered under Chapter 3 Part 5 Division 2, Bonus framework, at the same time as this deliberately differentiated offer. A retention bonus is separate from this offer. *[delete as appropriate]*

Signed by:

Name:.....Rank:.....Date:.....
 Director General Navy People/Director General Personnel – Army/Director General Personnel – Air Force
[delete whichever is irrelevant].

Information about the deliberately differentiated offer

I understand that my acceptance of this offer is subject to the following terms and conditions.

1. If I accept the deliberately differentiated offer under this Part, I agree to serve for the period specified in this offer. This period is called my 'agreed period of service'. The agreed period of service could be for either of the following circumstances:
 - a. In a specified position critical to capability.
 - b. In relation to an identified workforce capability gap, where retention of my skills, knowledge and qualifications is essential to ADF strategic or operational capability.
2. I am entitled to the benefits listed in deliberately differentiated offer that was offered to me, until the day I cease serving toward my agreed period of service. This could happen when I complete it or if I leave before I complete it.
3. I am aware that Defence will treat the information in this acceptance form as my personal information covered by the *Privacy Act 1988* and I consent to Defence using it in de-identified form for reporting and statistical purposes. I am aware that if I publish this information to others, I may make the protections provided to me by the Privacy Act ineffective.

Full details of the deliberately differentiated offer framework can be found in Chapter 3 Part 6 of Defence Determination 2016/19, *Conditions of service*.

This acceptance form, and the related parts of Defence Determination 2016/19, is the whole agreement between us about the nature of this framework. It overrides any other prior understanding or agreement about the framework. This would include, for instance, things I may have been told about the framework or things I may have read elsewhere.

Acceptance of offer and undertaking to serve an agreed period

I,
(Rank) (Last name) (Given name)

.....
(Service number) (Employee ID)

accept the deliberately differentiated offer and undertake to serve for the agreed period of service starting on

..... [day/month/year] and ending on[day/month/year].

I acknowledge that the provisions of Chapter 3 Part 6 of Defence Determination 2016/19, *Conditions of service*, have been brought to my notice.

Please tick the boxes that apply below.

I have read and understood this form.	Yes []	No []
I have sought independent legal advice in relation to this undertaking.	Yes []	No []
I have sought independent financial advice in relation to this undertaking.	Yes []	No []

Dated this day of 20

Signed

Printed name

Witness
(This person must be
above the applicant in the
chain of command)

Signed

Printed name and rank

I,
.....
(Rank) (Last name) (Given name) (Employee ID)

verify that the member has met all requirements of the deliberately differentiated offer.

Approved

Administrator authorised for and on behalf of the
member's Service

Part 7: Salary and allowances when a member is absent without leave, in civil custody or undergoing a period of detention or imprisonment

3.7.1 Overview

A member may lose their salary and allowances, or have them suspended, during any of the following situations.

- a. Absence without leave.
- b. Absence from duty and in civil custody.

Note: This does not apply if a member is on approved leave while in custody.

- c. Serving a period of detention under Service law.
- d. Serving a period of imprisonment under a law that is not Service law.

See: Part XIII of the *Defence Force Regulations 1952*

3.7.2 Benefits continue in some situations

1. A member may continue to receive certain benefits if they are in any of the following situations.
 - a. On service detention.
 - b. On absence without leave, which does not lead to discharge, civil conviction or service conviction as described in regulation 65 of the *Defence Force Regulations 1952*.
 - c. On approved leave for a period of civil custody pending or during the trial of the member for an offence.
2. A member described in subsection 1 may continue to receive any benefit listed in the following table.

Item	Benefit	For conditions for payment, see
1.	ADF district allowance	Chapter 4 Part 4 Divisions 1 and 2
2.	Port Wakefield allowance	Chapter 4 Part 4 Division 3
3.	Removal and storage for a member with dependants	Chapter 6 Part 5
4.	Housing assistance	Chapter 7
5.	Education assistance	Chapter 8 Part 4
6.	Dependants with special needs assistance	Chapter 8 Part 6
7.	Uniform allowance	Chapter 10 Part 1
8.	Overseas living allowances – member posted before 1 July 2017	Chapter 15 Part 2
9.	Overseas living allowances – member posted on or after 1 July 2017	Chapter 15 Part 2A

See: Chapter 12 Part 3

Section 12.3.9A, Member posted before 1 July 2017

Section 12.3.9B, Member posted on or after 1 July 2017

3.7.3 Benefits for dependants

1. A member's dependant continues to receive benefits if the member is absent for any of the reasons listed in subsection 3.7.1.

Example: A member gets education assistance for his son. The member is charged and sentenced to serve a twelve-month period of imprisonment under Service law. The member's son applies to continue receiving the assistance. The member's Service Chief agrees to continue the assistance until the end of the son's critical school year.

2. The Service Chief may decide that a member's dependants are to receive benefits of the kind listed in the following table.

Item	Benefit	For conditions for payment, see
1.	ADF district allowance	Chapter 4 Part 4 Divisions 1 and 2
2.	Port Wakefield allowance	Chapter 4 Part 4 Division 3
3.	Removal and storage	Chapter 6 and Chapter 14
4.	Housing assistance	Chapter 7 and Chapter 15
5.	Education assistance	Chapter 8 Part 4
6.	Dependants with special needs assistance	Chapter 8 Part 6
7.	Emergency support for Families Scheme	Chapter 8 Part 5
8.	Bereavement payment	Chapter 11 Part 3
9.	Overseas living allowances payable on the same basis as before the member became absent.	Chapter 15 Part 2 and Part 2A
10.	Accompanied rate of hardship allowance payable on the same basis as before the member became absent.	Chapter 16

3. The Service Chief may decide that benefits payable under subsection 1 or 2 cease from a specified date.

Example: A member's service is to be terminated from a date. The Service Chief notifies the member's dependants that their benefit will cease from the same date.

4. The Service Chief must consider the following factors when making a decision under subsection 2 or 3.
 - a. The personal circumstances of the member or their dependants.
 - b. Whether the member's service will be terminated.
 - c. Whether the member's dependants have insufficient immediate family or local support.
 - d. Whether there are Commonwealth benefits available to the dependants.
 - e. Any other factors relevant to the application.

Chapter 4: ADF allowances and reimbursements

4.0.1 Overview

This Chapter contains information relating to the range of allowances and reimbursements for members.

4.0.2 Contents

This Chapter includes the following Parts.

Part 1	Higher duties allowance
Part 2	ADF allowances
Part 3	Qualification and occupation-based allowances
Part 4	Location allowances
Part 5	Meal allowances
Part 6	Additional benefits for star rank officers
Part 7	Victoria Cross for Australia representational duties
Part 8	Training payments
Part 9	Reserves
Part 10	Life insurance – additional risk insurance
Part 11	Parking

Part 1: Higher duties allowance

4.1.1 Overview

1. Higher duties allowance may be paid to encourage and reward members when they perform duties in vacant higher positions.
2. This Part has four elements.
 - a. To recognise when a member performs the duties of a position that attracts a higher responsibility than their own position.
 - b. To set out who is eligible for higher duties.
 - c. To set out who can direct a member to perform higher duties.
 - d. To set out how higher duties allowance is worked out, and how it can be ended.

4.1.2 Principles

1. Higher duties may be used for a member directed to perform the duties of a position at a higher rank or skill level.
2. Payment of higher duties allowance is not automatic on performance of duties at a higher level. A directing member decides whether or not to direct a member to perform duties at a higher level. To be eligible for the allowance, a member must meet additional conditions set out in this Part.

Example: To be eligible to be paid higher duties allowance a member must have been directed to perform the higher duties. The member must also meet the minimum and maximum time periods set out in Division 2 and other requirements in this Part.

3. The following basic principles can be seen in the limits on higher duties allowance in this Part.
 - a. Higher duties is not paid when there is no difference between the ranks of the positions. In certain circumstances a member may be paid for a higher pay grade or specialist skill at their rank.
See: Division 3 section 4.1.19, Basis of higher duties allowance
 - b. The member may perform higher duties in a position one or more ranks higher than their own. The member must perform the duties of the higher position for the allowance to be payable.
 - c. The member must be assessed as capable of performing the duties of the higher position.
 - d. A specialist officer cannot be paid higher duties allowance for a level of professional or trade competence that they do not hold.

4.1.3 Member this Part applies to

This Part applies to members on continuous full-time service and Reserve service. It sets out conditions for eligibility for the allowance. These conditions must be met for the period when they perform the duties of any of the following position types.

- a. Positions in the Permanent Forces.
- b. Positions in the Reserves.
- c. Star rank positions.
- d. APS positions.
- e. Some foreign military force positions.

4.1.4 Member this Part does not apply to

This Part does not apply to a member who is a trainee.

4.1.5 Definitions

This table defines terms used in this Part.

Term	Definition in this Part
Continuous full-time service	Means the same as in section 1.3.15. See: Chapter 1 Part 3 Division 1 section 1.3.15, Continuous full-time service
Directing member	Means the same as in section 4.1.10. See: Division 2 section 4.1.10, Directing member
Employment category	Means a category set out in any of Schedules B.2, B.9 and B.11 of DFRT Determination No. 2 of 2017, <i>Salaries</i> . See: Chapter 3 Part 1 Schedule B.2, Officer pay grades Schedule B.9, Warrant Officer Class 1 pay grades Schedule B.11, Other Rank pay grades

Term	Definition in this Part
Specialist officer	<p>In this Part, a specialist officer is only a member whose pay is set out in any of the following schedules of DFRT Determination No. 2 of 2017, <i>Salaries</i>.</p> <ul style="list-style-type: none"> a. Schedule B.5, Specialist Officer – Chaplain b. Schedule B.6, Specialist Officer – Dental Officer c. Schedule B.7, Specialist Officer – Legal Officer d. Schedule B.8, Specialist Officer – Medical Officer e. Schedule B.15, Senior Officer Specialist – Medical Officer f. Schedule B.16, Senior Officer – Dental Officer g. Schedule B.17, Senior Officer – Legal Officer <p>Note: Specialist officers – Aviation are not included in this list as they may not be directed to perform higher duties.</p> <p>See: Division 2 section 4.1.13, Member ineligible to be directed to perform higher duties.</p>
Vacant position	<p>Is defined in section 4.1.6.</p> <p>See: Section 4.1.6, Meaning of vacant position</p>

4.1.6 Meaning of vacant position

1. A position must meet both of the following conditions to be a vacant position.
 - a. It is an established or deployed position in the ADF or it has APS duties.
 - b. It is temporarily vacant.

Example: A member is on leave for a month. Their position is temporarily vacant, so a decision could be made to fill it on a higher duties basis.

Related Information: A member can only be directed to perform higher duties in a vacant position. See paragraph 4.1.8.c, Member eligible to perform higher duties

2. A vacant position may also be known as a vacant established position.

4.1.7 Contents

This Part includes the following Divisions.

Division 1	General
Division 2	Direction to perform higher duties
Division 3	Payment of higher duties allowance
Division 4	Termination of higher duties

Division 1: General

4.1.8 Member eligible to perform higher duties

A member is eligible to perform higher duties if all the following conditions are met.

- a. They are entitled to salary.
- b. They have been directed to perform the higher duties under section 4.1.11.

See: Division 2 section 4.1.11, Direction

- c. The duties to be performed are the duties of a vacant position. Vacant position is described in section 4.1.6.

See: Part 1 section 4.1.6, Meaning of vacant position

Division 2: Direction to perform higher duties

4.1.9 Purpose

This Division describes the direction to perform higher duties. This direction must be given before higher duties allowance can be paid.

See: Division 1 section 4.1.8, Member eligible to perform higher duties

Note: A direction to perform higher duties should only be made if it is intended that the member should be paid an allowance for performing the higher duties.

4.1.10 Directing member

In this Division, a directing member is a person described in the following table.

Item	If the rank of the member being directed is...	and the directing member is an ADF member...	or an APS employee...
1.	Colonel or below	who meets all the following conditions: a. They hold the rank of Sergeant, or a higher rank. b. They are at least one rank higher than the vacant position. c. They are in the member's chain of command.	who meets both the following conditions: a. They are an APS 4, or a higher classification. b. They supervise or manage the vacant position.
2.	Brigadier or higher	who has command over the vacant position	who supervises or manages the vacant position.

4.1.11 Direction

A directing member may direct a member to perform higher duties if the conditions and other considerations in section 4.1.12 are met.

See:

Section 4.1.8, Member eligible to perform higher duties, for all conditions that must be met before a member may be paid higher duties allowance

Section 4.1.10 for definition of directing member

Section 4.1.12, Conditions and relevant considerations for a higher duties direction

4.1.12 Conditions and relevant considerations for a higher duties direction

1. This section sets out the matters a directing member must consider before directing a member to perform higher duties.
2. A directing member must be satisfied that the following conditions have been met.

- a. The higher duties are in a position of a higher rank than that of the member who could be directed to perform the higher duties. If the position is not in the ADF, it has higher responsibilities.

Exceptions:

The following sections describe special arrangements that do not have to meet this condition.

Division 3 section 4.1.28, Rate for higher duties – Air Force officer acting as a Commanding Officer

Division 3 section 4.1.29, Rate for higher duties – member acting as an Air Force Warrant Officer Engineer

Division 3 section 4.1.30, Rate for higher duties – Air Force Executive Warrant Officer acting in higher tier position

- b. The member is capable of performing the duties of the position.

Example: A trade Corporal is directed to perform the duties of their trade Sergeant while the Sergeant is on leave. The Corporal has not done the promotion courses for Sergeant. The directing officer assesses the member as capable of the Sergeant position. The member may be directed to perform the duties of the position.

Non-example: A technical trade Corporal is available when a kitchen manager Sergeant is on leave. The Corporal has no trade competence in catering. As the member is not capable of doing catering they may not be directed to perform higher duties.

- c. The direction to perform higher duties is within the relevant time limits prescribed in section 4.1.14, section 4.1.15 and section 4.1.16.
- d. This paragraph applies if the member to be directed to undertake higher duties is on a flexible service determination. The duties of the position can be carried out effectively during the member's pattern of service.
- e. No other member is paid higher duties for acting in the same position during the period.

Exception: Higher duties allowance may be paid to both members if all the following conditions are met.

- i. A member has been posted to a position on higher duties.
- ii. That member is granted leave or medical absence.
- iii. That member qualifies for payment of higher duties allowance during the leave or medical absence under the rules in section 4.1.33.

See: Division 3 section 4.1.33, Member on leave

- iv. Another member fills the position on higher duties while the first member is on leave.
- f. If the position is to be filled by two members who are job sharing, the members perform duty in the position at different times.

3. A directing member must consider the following matters.
- a. Whether there is a reason to pay higher duties other than that there is a temporary vacancy.
Note: Payment of higher duties allowance is not automatic. A position becoming temporarily vacant is not in itself enough reason to assign its duties temporarily to another member.
 - b. Whether the work of the vacant position needs to be done for all or part of the period of the vacancy. The assessment must cover all the following factors.
 - i. The duties of the vacant position.
 - ii. Whether the duties need to be performed. The need might be for all or part of the period.
Example: The duties can be deferred or re-allocated. There is no need for a member to perform higher duties in the vacant position.
 - iii. The period that a member would be required to perform duties in the higher position.
 - iv. The overall benefit to Defence of the job being filled.
 - c. Whether the member is excluded from higher duties by the operation of section 4.1.13.
See: Section 4.1.13, Member ineligible to be directed to perform higher duties
 - d. The skills and experience of the member.
 - e. Whether the member will be performing all or a substantial part of the duties the vacant position is likely to require.
Example: The member being considered for higher duties has a good grounding in the skills, but some aspects of the job will be new to them. There is an occasional task the member would not be able to perform. The directing member considers the member would be able to perform a substantial part of the duties. Higher duties would develop that member's skills for the future.
 - f. For a specialist officer vacancy, whether the member who could be directed is a member of that same specialisation.

4.1.13 Member ineligible to be directed to perform higher duties

The following classes of members may not be directed to perform higher duties.

- a. A specialist officer who does not hold the level of professional or trade competence required for the higher position.
- b. A trainee or member undergoing training.

- c. A member of the Aviation Specialist stream.
- d. A member on continuous full-time service may not be directed to perform higher duties in a Reserve position that is not full-time.
- e. A member described in the following table. There is no significant increase in responsibility between the duties described.

Item	A...	may not be directed to perform higher duties...
1.	Seaman	as an Able Seaman.
2.	Private	as a Private Proficient.
3.		as a Lance Corporal in the Army, unless the higher ranked position is an established position. Example: The position is an established position in an infantry unit.
4.	Aircraftman or Aircraftwoman	as a Leading Aircraftman or Leading Aircraftwoman.
5.	Second Lieutenant	as a Lieutenant.

4.1.14 Minimum qualifying period – member on continuous full-time service

1. This section applies to a member on continuous full-time service.

Exception: Member on a flexible service determination.

See: Section 4.1.15, Minimum qualifying period – certain categories of member

2. A directing member may not direct a member to perform higher duties for less than five continuous working days for the purpose of eligibility for the allowance.

Examples:

1. A higher duties vacancy exists for a week, Wednesday to Tuesday. The directing member wants to direct a member to fill it. The position is filled Mondays to Fridays, but not on weekends. The Wednesday to Tuesday period is five consecutive working days.
2. A position needs to be filled from Tuesday to Saturday. Saturday is a working day for that position, so is included in the five-day calculation.

4.1.15 Minimum qualifying period – certain categories of member

1. This section applies to a member in any of the following categories.

- a. A member on Reserve service.
- b. A member on a flexible service determination.

Related Information: Section 4.1.14, Minimum qualifying period – member on continuous full-time service

2. The member is only eligible for the allowance under this Part if directed to perform higher duties for five continuous working days or more.

3. In this section, continuous working days are not broken by either of the following.
 - a. A day a member of the Reserves is not required to attend for duty.
 - b. For a member on a flexible service determination, a nonworking period that is 14 days or less.

4.1.16 Maximum period

A directing member may not direct a member to perform higher duties for a period that is longer than six months.

Exception: A member who has been posted into the position may be directed for a longer period, up to the period of the posting.

4.1.17 ...

Division 3: Payment of higher duties allowance

4.1.18 Purpose

This Division describes the calculation of higher duties allowance.

Note: A member on higher duties is still paid their substantive salary. Higher duties allowance is paid in accordance with this Division. This may give the member a higher total rate of remuneration for performing work of a higher value.

4.1.19 Basis of higher duties allowance

Higher duties allowance is paid for acting in a higher rank.

Exceptions: Higher duties may be paid at the same rank, or for skill, in some limited situations. These are listed below.

Item	Section	Reference
1.	Rate for higher duties – specialist officer	Section 4.1.26
2.	Rate for higher duties – Air Force officer acting as a Commanding Officer	Section 4.1.28
3.	Rate for higher duties – member acting as an Air Force Warrant Officer Engineer	Section 4.1.29
4.	Rate for higher duties – Air Force Executive Warrant Officer acting in higher tier position	Section 4.1.30

4.1.20 Payment of higher duties allowance

A member who has met the requirements of section 4.1.8 may be paid higher duties allowance at an annual rate calculated under this Division.

See: Division 1 section 4.1.8, Member eligible to perform higher duties

Related Information: The conversion of higher duties allowance to daily and fortnightly rates is set out in the following sections.

See: Chapter 3 Part 2 Division 1 section 3.2.7, Administration of salary and allowances

4.1.21 Increments

A member does not get increments of higher duties allowance.

Note: The member may be eligible for increments on their substantive salary schedule of rates.

See: Chapter 3 Part 2 Division 3 subsection 3.2.30.4, Increment advancement. This subsection provides for increments in the member's substantive rank while on higher duties.

4.1.22 Period of payment

Higher duties allowance can only be paid for the period the member performs duty in the vacant position.

Exception: Higher duties allowance may be paid during leave if allowed by section 4.1.33, Member on leave.

Example: A member is directed to perform higher duties from 1 February to 16 April. On 17 April there is no direction to perform higher duties. The member's higher duties allowance stops.

4.1.23 Rate for higher duties – member acting within the same Schedule or as a Warrant Officer Class 1

1. This section applies to a member in either of the following classes.
 - a. A member who performs higher duties in a position which attracts a salary within the same schedule of rates as the member's substantive position. In this paragraph, schedule of rates means a schedule in DFRT Determination No. 2 of 2017, *Salaries*.
 - b. An other rank member who performs higher duties as a Warrant Officer Class 1.
2. The allowance payable is the difference between the following rates for the period of the higher duties.
 - a. The member's substantive salary rate.
 - b. The base rate of salary the member would be paid if promoted to one rank above the member's substantive rank at their same pay grade.
3. The formula in subsection 2 also applies if the member is directed to act in a position two or more ranks higher than their substantive rank.

4.1.24 Rate for higher duties – other rank member acting as a commissioned officer

1. This section applies if both the following conditions are met.
 - a. The member is in one of the following situations.
 - i. The member is a Warrant Officer Class 1 with a substantive rate of salary in Schedule B.10 of DFRT Determination No. 2 of 2017, *Salaries*.
See: Schedule B.10, Warrant Officer Class 1 salary rates
 - ii. The member is an other rank member paid a substantive rate of salary under Schedule B.12 of DFRT Determination No. 2 of 2017, *Salaries*.
See: Schedule B.12, Other Rank salary rates
 - iii. The member's former Corporal salary is being preserved by section B.2.5 of DFRT Determination No. 2 of 2017, *Salaries*.
 - b. The member is directed to act as a commissioned officer.

2. Higher duties allowance is calculated at 5% of the member's substantive rate of salary for the period of higher duties.
3. The calculation method given in subsection 2 also applies if the member is directed to act in a position two or more ranks higher.

4.1.25 Rate for higher duties – Major or below acting as a Lieutenant Colonel or Colonel

1. This section applies if both the following conditions are met.
 - a. The member is ranked Major, or a lower rank.
 - b. The member acts as a Lieutenant Colonel or Colonel.
2. Higher duties allowance is calculated as the difference between the following amounts for the period of the higher duties.
 - a. The sum of the following amounts as relevant to the member.
 - i. The member's substantive salary.
 - ii. Service allowance.
See: Part 2 Part B Division B.2, Service allowance
 - iii. Reserve allowance, as provided under Defence Force Remuneration Tribunal Determination No. 11 of 2013, *ADF Allowances*.
See: Part 2 Part B Division B.11, Reserve allowance
 - b. The amount of salary that the member would be entitled to if promoted one rank higher than their substantive rank, staying within the member's normal pay grade.

Example: A Permanent Forces Major is directed to act as a Permanent Forces Lieutenant Colonel. His Major salary is at pay grade 6, on the highest increment. The member's higher duties allowance is based on the first increment of the Lieutenant Colonel salary, pay grade 6. No Service allowance or Reserve allowance are payable, so they are excluded from the calculation of higher duties allowance.

4.1.26 Rate for higher duties – specialist officer

1. This section applies to a member acting in a specialist office position ranked Colonel or below.
2. The following table sets out how to calculate a rate of higher duties allowance.

Item	Member	Calculation method
1.	The member performs higher duties at a higher rank within their specialisation. Exception: A member who is a medical officer, see item 2.	Higher duties allowance is calculated as the difference between the following rates. a. The member's substantive salary rate. b. The lowest salary rate for the member's competency level at the higher rank.

Item	Member	Calculation method
2.	The member is a medical officer and performs higher duties at a higher rank within their specialisation.	Higher duties allowance is calculated as the difference between the following rates. a. The member's substantive salary rate. b. The salary rate for the member's medical level and increment at the higher rank.
3.	All the following conditions are met. a. The member performs higher duties within their specialisation at a higher rank. b. The higher position is at a higher rank and higher competency level. c. The member holds the qualifications required for the higher position.	Higher duties allowance is calculated as the difference between the following rates. a. The member's substantive salary rate. b. The lowest salary rate for the higher competency level at the higher rank.
4.	Both the following conditions are met. a. The member performs higher duties at a higher rank within their specialisation. b. There is no rate for the member's competency level at the higher rank.	Higher duties allowance is calculated at 5% of the member's substantive salary rate for the period of the higher duties.
5.	Both the following conditions are met. a. The member performs higher duties at a higher rank outside their specialisation. b. The member's total remuneration is already higher than that of the higher position.	

4.1.27 Rate for higher duties – member on transitional rates

1. This section applies to a member who meets both the following conditions.
 - a. The member is paid a salary rate prescribed under Schedule B.4 of DFRT Determination No. 2 of 2017, *Salaries*.

See: DFRT Determination No. 2 of 2017, *Salaries*, Schedule B.4, Other rank member appointed as officer – transitional salary rates
 - b. The member is directed to perform higher duties.
2. The following table sets out the rate of higher duties allowance. In this table higher duties salary means a rate of salary defined in subsection 3.

Note: It will not be the same as the Schedule B.4 salary that the member is earning.

Item	Situation	Higher duties allowance
1.	The member's substantive salary rate is higher than the higher duties salary rate.	The member is not eligible for higher duties allowance.
2.	The member's substantive salary rate is lower than the higher duties salary rate.	Higher duties allowance may be paid. The allowance is calculated at the difference between the following amounts. a. The member's substantive salary rate. b. The higher duties salary rate.

3. In the table in subsection 2, a higher duties salary rate means a rate of salary that meets all the following conditions.

- a. It is set out in Schedule B.3 of DFRT Determination No. 2 of 2017, *Salaries*.

Note: Schedule B.4 rates are transitional salary protection rates. They cannot be used to calculate higher duties allowance. For a member being paid Schedule B.4 salary rates the higher duties salary rate used in the table will be different to the salary they are usually paid.

- b. It is for a higher rank than the member's rank.
- c. It is at the same pay grade the member would occupy, if the member was paid under Schedule B.3 of DFRT Determination No. 2 of 2017, *Salaries*.

Example:

A Captain is paid a salary from Schedule B.4. It is the highest rate at pay column 5.

The Captain is directed to act in a Major position. If the Captain were not on transitional rates, the Captain would be in Schedule B.3, pay grade 4. The Captain's higher duties salary is the rate for a Major at pay grade 4 that is listed in Schedule B.3.

See: DFRT Determination No. 2 of 2017, *Salaries*

Schedule B.3, Officer salary rates

Schedule B.4, Other rank member appointed as officer – transitional salary rates

4.1.28 Rate for higher duties – Air Force officer acting as a Commanding Officer

1. This section applies to an Air Force officer who has been directed to perform higher duties in a Commanding Officer position.

Exception: A member who is already being paid one pay grade higher than the value of their position for having been previously posted to a Commanding Officer position is not paid higher duties allowance under this section.

See: Paragraph B.2.3.5.b of DFRT Determination No. 2 of 2017, *Salaries*.

2. The following table sets out the calculation of higher duties allowance for the member.

Item	Situation	Higher duties allowance
1.	The Commanding Officer position is at the same rank as the member.	Higher duties allowance is calculated at the difference between the following rates. <ol style="list-style-type: none"> a. The member's substantive rate of salary. b. A rate of salary at the member's rank one pay grade higher than the member's pay grade.
2.	The Commanding Officer position is at a higher rank than the member.	Higher duties allowance is calculated at the difference between the following rates. <ol style="list-style-type: none"> a. The member's salary. b. The rate of salary one rank and one pay grade higher than the member's salary.

Note: Unlike salary arrangements that apply when a member is posted to a Commanding Officer position, this allowance stops when a member stops higher duties as a Commanding Officer.

4.1.29 Rate for higher duties – member acting as an Air Force Warrant Officer Engineer

1. This section applies to a member who meets all the following conditions.
 - a. The member is a Warrant Officer in the Air Force.
 - b. The member is directed to act as a Warrant Officer Engineer in the Air Force.
 - c. The member has the appropriate skills to carry out the Warrant Officer Engineer duties.

Related Information: Section 4.1.30, Rate for higher duties – Air Force Executive Warrant Officer acting in higher tier position

2. Higher duties allowance is calculated as the difference between the following rates for the period of the higher duties.
 - a. The member's substantive rate of salary.
 - b. The rate of salary for the Warrant Officer Engineer position at the same tier at pay grade 8.

Note: The member is not eligible for higher duties allowance when they stop higher duties. The allowance ends when the higher duties ends.

4.1.30 Rate for higher duties – Air Force Executive Warrant Officer acting in higher tier position

1. This section applies to a member who meets both of the following conditions.
 - a. They are an Executive Warrant Officer in the Air Force.

Note: Executive Warrant Officer is an Air Force employment category. It is provided for under Schedule B.9 Part 3, Warrant Officer Class 1 pay grades of DFRT Determination No. 2 of 2017, *Salaries*.
 - b. They are directed to perform the duties of a higher tier Executive Warrant Officer position.

Related Information: Section 4.1.29, Rate for higher duties – member acting as an Air Force Warrant Officer Engineer

2. Higher duties allowance is calculated as the difference between the following rates for the period of the higher duties.
 - a. The member's substantive rate of salary.
 - b. The rate of salary prescribed for the higher tier Executive Warrant Officer position.

Note: The member is not eligible for higher tier salary when they stop higher duties. The allowance ends when the higher duties ends.

4.1.31 Rate for higher duties – member acting at or above the rate of Brigadier

1. This section applies to a member who acts at or above the rate of Brigadier (often called a 'star rank').

Exception: This section does not apply to a member who acts in a statutory appointment.

- a. If the law that provides for the statutory office sets out arrangements that apply for acting appointments, those must be followed.
- b. If the law that provides for the statutory office permits acting appointments under section 33A of the *Acts Interpretation Act 1901*, then the member is to be provided with the amounts and benefits set out in the instrument of acting appointment.

Note: Subsection 1 applies to members or positions of any employment category.

2. Higher duties allowance is calculated as the difference between the following rates.
 - a. The member's substantive rate of salary.
 - b. The relevant rate of salary prescribed in the following table.

Item	Member	Salary used
1.	Colonel, acting as a Brigadier	The rate of salary the member would be paid if promoted to a Brigadier within their employment category. See: Chapter 3 Part 2 Division 2 section 3.2.20, Salary on promotion – general
2.	Brigadier, acting as a Major General	The rate the member would be paid if promoted to a Major General within their employment category. See: Chapter 3 Part 2 Division 2 section 3.2.20, Salary on promotion – general
3.	Major General acting as a Lieutenant General Exception: If the Lieutenant General position is a statutory office this item does not apply. These members may be covered by ADF instruments of acting appointment (sometimes called 'standing acting arrangements').	The following salary, as set out in DFRT Determination No. 2 of 2017, <i>Salaries</i> : The base salary component of pay point one of Schedule B.1 Part 3, Senior officer salary rates. See: DFRT Determination No. 2 of 2017, <i>Salaries</i> , Schedule B.1, Senior officer salary rates

4.1.32 Rate for higher duties – member acting outside the ADF

1. This section applies to a member in either of the following situations.
 - a. They are directed to perform the duties of an APS position and those duties are assessed as higher duties.
 - b. They are directed to perform higher duties at a higher rank in a position in a foreign military force.

Examples:

1. An exchange position with a foreign military force.
 2. A member deployed overseas in an operational manning directive position with a multinational force.
2. The following table sets out the calculation of higher duties allowance for a member acting in a Senior Executive Service position in the APS.

Item	If the member is acting in...	the higher duties allowance is the difference between...	and...
1.	a Senior Executive Service Band 1 level position	the member's substantive rate of salary	the rate of salary the member would be paid if promoted to Brigadier at pay grade one. Note: Pay grade one is the 'on promotion' grade. See: Chapter 3 Part 2 Division 2 section 3.2.20, Salary on promotion – general
2.	a Senior Executive Service Band 2 level position		the rate of salary the member would be paid if promoted to Major General.
3.	a Senior Executive Service Band 3 level position		the following salary, as set out in DFRT Determination No. 2 of 2017, <i>Salaries</i> : The base salary component of pay point one of Schedule B.1 Part 3, Senior officer salary rates. See: DFRT Determination No. 2 of 2017, <i>Salaries</i> , Schedule B.1, Senior officer salary rates

3. A member acting in an APS position not described in the table in subsection 2 is paid higher duties allowance at the rate that would apply if the higher duties position was one rank higher than the member's substantive position in the ADF.

4. A member acting in a position in a foreign military force is paid higher duties allowance at the rate that would apply if the higher duties position was one rank higher than the member's substantive position in the ADF.

Related Information:

Section 4.1.23, Rate for higher duties – member acting within the same Schedule or as a Warrant Officer Class 1

Section 4.1.24, Rate for higher duties – other rank member acting as a commissioned officer

Section 4.1.25, Rate for higher duties – Major or below acting as a Lieutenant Colonel or Colonel

Section 4.1.26, Rate for higher duties – specialist officer

Section 4.1.27, Rate for higher duties – member on transitional rates

Section 4.1.31, Rate for higher duties – member acting at or above the rate of Brigadier

4.1.33 Member on leave

1. The following table shows how higher duties allowance is paid in conjunction with leave.

Item	If the leave...	and...	then...
1.	is unpaid	–	higher duties allowance is not paid during the leave.
2.	meets all the following conditions. a. It is paid. b. It falls within the period of the higher duties. c. The member has been directed to continue higher duties on return from leave.	the member has been posted to the position	higher duties allowance is paid for the first two months of leave. Higher duties allowance is not paid for leave after the first two months.
		the member has not been posted to the position	higher duties allowance is paid for the first month of leave. Higher duties allowance is not paid for leave after the first month.

2. The following table shows how higher duties allowance is paid for leave that falls immediately before a member goes on a new posting.

Item	If the leave...	and...	then...
1.	is unpaid	–	higher duties allowance is not paid during the leave.
2.	is paid	the member has been posted to the higher position	higher duties allowance is paid for the first two continuous months of leave.
3.	is paid	the member has not been posted to the higher position	higher duties allowance is paid for the first continuous month of leave.

3. The rules in subsections 1 or 2 must be met for each leave absence, for higher duties to be paid.

Non-example: A member took leave last month and was eligible to be paid higher duties allowance. The member applies for leave again, and this time the rules say the member is not eligible to be paid higher duties allowance during the leave. The member is not paid higher duties allowance for the second absence.

Related Information: Different arrangements apply to the payment instead of leave.

1. For payment instead of long service leave see Chapter 5 Part 5 Division 5 section 5.5.27, Member on higher duties, temporary or acting rank.
2. For payment instead of recreation leave see Chapter 5 Part 4 Division 8, Payment or transfer of recreation leave credit.

Division 4: Termination of higher duties

4.1.34 Early termination of higher duties

1. In this section, a directing member has the same meaning as in section 4.1.10.
See: Division 2 section 4.1.10, Directing member
2. A directing member may direct that a member cease to perform higher duties. The member must be informed of the direction.
3. A change in the direction to perform higher duties is effective from the later of the following days.
 - a. The day that the member is notified of the change.
 - b. A later day specified by the directing member.

4.1.35 Termination of higher duties allowance

A member's eligibility for higher duties allowance ends on the earlier of the following days.

- a. The day the direction to perform the higher duties ends.

Examples:

1. A member is directed to perform higher duties from 1 March to 15 April. The member's direction ends on 15 April.
2. A vacancy exists from 1 March to 1 November. The directing member can direct a member to perform higher duties for six months. The member's direction ends on 31 August.
3. A member is directed to perform higher duties from 1 March to 15 April. On 1 April the directing member ends the direction, and notifies the member. The member's direction ends on 1 April.

See: Division 2, Direction to perform higher duties
Section 4.1.16, Maximum period

- b. The day that is the effective date of a new posting or deployment order that moves the member out of the position.

Part 2: ADF allowances

This Part is reserved for publication in the *ADF Pay and Conditions Manual* of DFRT Determination No. 11 of 2013, *ADF Allowances*, made under section 58H of the *Defence Act 1903*.

Part 3: Qualification and occupation-based allowances

This Part is reserved for publication in the *ADF Pay and Conditions Manual* of the DFRT Determinations relating to allowances made under section 58H of the *Defence Act 1903*.

Part 4: Location allowances

4.4.1 Overview

This Part sets out eligibility for a range of allowances that may be available to a member serving in a remote location within Australia.

4.4.2 Contents

This Part includes the following Divisions.

Division 1	ADF district allowance – general and rates
Division 2	ADF district allowance – movement to or from remote location
Division 3	Port Wakefield allowance
Division 4	Scherger allowance
Division 5	Allowances for service in the Antarctic – overview
Division 6	Allowances for service in the Antarctic – Antarctic allowance
Division 7	Allowances for service in the Antarctic – Common duties allowance
Division 8	Allowances for service in the Antarctic – Antarctic parity allowance
Annex 4.4.A	Remote locations for ADF district allowance

Division 1: ADF district allowance – general and rates

4.4.3 Purpose

District allowance compensates for service in a location in Australia that involves hardship. The hardship must be caused by remoteness, harsh climate and cost of living.

4.4.4 Definitions

This table defines terms used in this Division.

Term	Definition in this Division
Continuous period	A continuous period means the period that the member stays in the remote location. A continuous period is not broken if any of the following apply. <ul style="list-style-type: none">a. The member is not required for duty.b. The member is on a nonworking period.c. The member leaves the remote location during the periods in a. or b.
Grade	For a remote location, the grade specified for it in Annex 4.4.A.
Harbour craft	A vessel that is not liable, in the ordinary course of duty with the ADF, to be ordered to sea.
Remote location	A location mentioned in Annex 4.4.A.

4.4.5 Members who are eligible

1. A member is eligible for ADF district allowance if they meet any of these conditions.
 - a. They are posted to, and live at, a remote location.
 - b. They serve on temporary duty at a remote location for a continuous period of more than 21 days.
 - c. They are posted for service in a seagoing ship based at a remote location.
 - d. The CDF recognises the member meets all of the following conditions.
 - i. They are performing duty at a location that is not listed in Annex 4.4.A.
 - ii. They serve at an isolated location.
 - iii. Their duty is for a continuous period of more than 21 days.
2. A member on Reserve service is eligible for ADF district allowance if they meet both these conditions.
 - a. They serve on temporary duty at a remote location.
 - b. Their temporary duty is for a continuous period of more than 21 days.

4.4.6 Members who are not eligible

A member is not eligible for ADF district allowance for any period when they are eligible for Antarctic allowance.

See: Division 6, Allowances for service in the Antarctic – Antarctic allowance

4.4.7 Period of benefit

1. Subject to subsection 2, this table sets out the period for which a member may be paid ADF district allowance.

Item	If the member is...	then the member may be paid the allowance for the period...	
		from	to
1.	posted for duty at a remote location and they live there	the later of these two days: a. the effective date of the member's posting to the location b. the day the member arrives at the location.	the day immediately before they leave the location..
2.	posted for service in a seagoing ship or submarine based at a remote location		
3.	serving on temporary duty at a remote location for a continuous period of more than 21 days	the day the member begins the period of temporary duty	the day immediately before they leave the location.

2. A member on a flexible service determination is not eligible for the allowance for any continuous nonworking period of more than 28 days.

Note: The period for which a member who is away from the remote location on temporary duty or is posted for service in a seagoing ship or submarine that is away from its remote location may be paid the allowance is set out in section 4.4.11.

See: Division 2 section 4.4.11, Absence for temporary duty

4.4.8 Grading of locations

1. Remote locations are graded A, B, C, D and E according to how difficult they are. Annex 4.4.A contains a list of currently approved locations and grades.

See: Annex 4.4.A, Remote locations for ADF district allowance

2. Members who are eligible under paragraph 4.4.5.1.d are paid at the grade of the remote location in Annex 4.4.A that the CDF decides is in the general area of the isolated location of duty. The CDF must have regard to the conditions expressed in section 4.4.3.

Example: The member is performing duty at Numbulwar, an isolated location in the Northern Territory. Nearby locations from Annex 4.4.A in the general area include Tindal and Jabiru. Tindal is a grade D remote location. Jabiru is a grade E remote location. The CDF considers the conditions of living in Numbulwar and decides that members performing duty there should receive the same allowance rate as Tindal.

See:

Section 4.4.3, Purpose

Paragraph 4.4.5.1.d, Members who are eligible

4.4.9 Rate of allowance – member living in

The following table sets out the yearly rate of ADF district allowance payable to a member who lives in at a remote location.

Item	If the member is at a location graded...	then their rate of allowance is (\$)...
1.	A	960
2.	B	2,735
3.	C	3,425
4.	D	4,795
5.	E	5,480

4.4.10 Rate of allowance – member living out

1. This table sets out the yearly rate of ADF district allowance payable to a member who lives out at a remote location.

Item	If the member is a member...	and they are at a location graded...	then their rate of allowance is... (\$)
1.	with dependants, and items 2 does not apply	A	2,740
		B	7,820
		C	9,780
		D	13,700
		E	15,660
2.	with dependants and one or more of those dependants meet both these conditions. a. The dependant is an ADF member or an APS employee in Defence. b. The dependant is paid ADF district allowance or district allowance under the <i>Defence Enterprise Agreement 2017-2020</i> as in force on 16 August 2017.	A	1,370
		B	3,910
		C	4,890
		D	6,850
		E	7,830
3.	with dependants (unaccompanied)	A	1,370
		B	3,910
		C	4,890
		D	6,850
		E	7,830

Item	If the member is a member...	and they are at a location graded...	then their rate of allowance is... (\$)
4.	without dependants	A	1,370
		B	3,910
		C	4,890
		D	6,850
		E	7,830

2. This subsection applies to a member living out who must live in for Service reasons then go back to living out immediately afterwards. The member is taken to be living out for these periods.
 - a. The period they live in, up to 30 days.
 - b. Any further part of the period they live in while any dependants remain at the remote location.

Division 2: ADF district allowance – movement to or from remote location

4.4.11 Absence for temporary duty

1. This section applies if a member on ADF district allowance is away from a remote location for any of the following reasons.
 - a. They are serving a period of temporary duty.
 - b. They are serving in a harbour craft temporarily commissioned as a seagoing ship.
 - c. They are serving in a seagoing ship or submarine.
2. The following table sets out the circumstances where a member may be eligible for district allowance under this section.

Item	If the member...	then they may be paid ADF district allowance for an absence from location that is for a period of...
1.	returns to the remote location immediately after the absence	30 days or less.
2.	is a member a. with dependants (unaccompanied) and b. the dependants stay at the remote location for the period of the absence	more than 30 days.
3.	is a member a. with dependants (unaccompanied) or a member with no dependants living at the remote location and b. the temporary duty is in another remote location	more than 30 days.
4.	is posted to another location (away from the remote location) while on temporary duty	the period of temporary duty, up to the day the posting begins in the location that is not remote.

Exceptions: This subsection does not apply if any of the following sections apply: 4.4.12, 4.4.13, 4.4.14 or 4.4.15.

4.4.12 On leave and returning to duty

This table sets out a member's eligibility for ADF district allowance if they go on leave while they are getting the allowance.

Item	If the member goes on a period of...	then they are to be paid the allowance for...
1.	long service leave	the period of the leave in which the member, or at least one of their dependants, continues to live at the remote location. The remote location must be the location that the member was paid the allowance for prior to taking long service leave.
2.	recreation leave	the whole period of the leave, if they are to return to duty at a remote location at the end of that period.
3.	compassionate or carer's leave	
4.	absence from duty while ill or in hospital	
5.	paid maternity leave	
6.	paid parental leave	
7.	leave without pay	no time during the leave period.

Example for table item 1: A member receives ADF district allowance while posted to Darwin. The member is then posted to Sydney but the member's dependants remain in Darwin. The member goes on long service leave. The member continues to be paid ADF district allowance while the dependants remain in the remote location.

Non-example for table item 1: A member is posted to Darwin and receives ADF district allowance for this location. The member goes on long service leave and travels to Townsville. The member ceases to be eligible for ADF district allowance because he left the remote location where he is posted.

4.4.13 Payment after completion of duty

1. This section applies if a member meets any of these conditions immediately after the end of a period of duty at a remote location.
 - a. They are granted a period of recreation leave. This includes any period of travelling leave.
 - b. They are granted an absence from duty for illness.
 - c. They are hospitalised.
2. The period of leave or absence is taken to be a period of duty at the remote location. The member is eligible for ADF district allowance for the period, subject to subsection 3.
3. The period under subsection 2 must not be more than the period of recreation leave that the member accrued for service at the remote location.
4. For Service reasons, the member may not be able to take a period of recreation leave immediately after a period of duty at the remote location. In this case, they are eligible for the allowance as if they had taken the leave.

5. For Service reasons, the member may not be able to take all or part of the leave they accrued in the remote location immediately after they complete their posting. In this case, they are eligible for a lump sum. The lump sum will be equal to the amount of ADF district allowance for the leave they accrued and did not take.

4.4.14 Posting from one remote location to another remote location

1. This subsection applies if a member is posted from one **remote location** to another remote location.
2. The member is eligible for ADF district allowance at the rate for the old posting until the beginning of their posting period at the new location. This is unless subsection 4 applies.

Example: A member is posted to Townsville, and is then posted to Darwin. The member remains on the Townsville rate until the date the Darwin posting takes effect. This includes periods the member may have spent in transit.

3. Subsection 4 applies if a member meets all these conditions.
 - a. The member is posted from one remote location to another remote location.
 - b. They are a member with dependants (unaccompanied).
 - c. Their dependants remain at the former remote location.
4. This subsection applies to a member described in subsection 3. The member's allowance rate for the period is the greater of these two amounts.
 - a. Their rate at the remote location they are posted from.
 - b. Their rate if their dependants had accompanied them to the remote location they are posted to.

4.4.15 Posting from a remote location to non-remote location

1. This section applies if a member meets all these conditions.
 - a. They are posted from a remote location to another location. The new location is not a remote location.
 - b. They are a member with dependants (unaccompanied).
 - c. Their dependants stay at the remote location.
2. The member is eligible for ADF district allowance for the period their dependants stay at the remote location.

4.4.16 Member serving a period of detention

1. This section applies to a member with dependants who is serving a period of detention under Service law.
2. The member is eligible for the allowance they would have been paid if they meet all these conditions.
 - a. The allowance was payable to them immediately before they began to serve a period of detention.
 - b. At that time, they were eligible for the allowance at the full rate for a member with dependants.

See: Division 1 section 4.4.10 table item 1, Rate of allowance – member living out.

- c. Their dependants continue to live in the location that the allowance was payable for.

Note: Regulation 68 of the *Defence Force Regulations 1952* says that a member in detention under Service law loses all allowances except those specified under this Determination.

Division 3: Port Wakefield allowance

4.4.17 Purpose

Port Wakefield allowance compensates a member for the isolation, harsh climate and cost of living involved in serving at the Port Wakefield establishment.

4.4.18 Definition

This table defines term used in this Division.

Term	Definition in this Division
Establishment	Proof and Experimental Establishment at Port Wakefield in South Australia.

4.4.19 Benefit

1. Subject to subsection 1A, a member is eligible for Port Wakefield allowance if the member is posted to the establishment and must live there.
- 1A. Port Wakefield allowance is not payable during a nonworking period that exceeds 28 days under a member's flexible service determination.
2. This table sets out the yearly rate of Port Wakefield allowance payable to a member.

Item	If the member...	then their rate of allowance is... (\$)
1.	has at least one dependant living at the establishment	2,735
2.	is a member of any other kind	1,370

3. Port Wakefield allowance is paid from the date the member takes up residence at the establishment and ends when they leave it.

4.4.20 Member not eligible

A member serving at the establishment on temporary duty is not eligible for the allowance.

4.4.21 Absence from the establishment

The conditions for absence from a remote location under Division 2 apply to a member's absence from the establishment.

Division 4: Scherger allowance

4.4.22 Purpose

Scherger allowance recognises hardship at RAAF Scherger. This is caused by the generally poor state of the unsealed road to Weipa.

4.4.23 Member who is eligible

A member is eligible for Scherger allowance if they meet all these conditions.

- a. They are posted in a caretaker role to RAAF Scherger for at least 12 months.
- b. They are required for operational reasons to live on the base.
- c. They live on the base for the period of the posting.

4.4.23A Member not eligible

A member on a flexible service determination is not eligible for the allowance for any continuous nonworking period of more than 28 days.

4.4.24 Rate of allowance

The rate of Scherger allowance is \$5,865 a year.

Division 5: Allowances for services in Antarctica – overview

4.4.25 Purpose

A range of allowances may be available to compensate a member for the demands of service in Antarctica.

4.4.26 Definitions – general

This table defines terms used in Divisions 5 to 8.

Term	Definition in this Division
Antarctica	The area south of the Antarctic Convergence. It includes Macquarie Island.
Antarctic Convergence	<p>The same meaning as in the Convention on the Conservation of Antarctic Marine Living Resources, as set out in the Schedule to the <i>Antarctic Marine Living Resources Conservation Act 1981</i>.</p> <p>Note: Clause 4 of the Convention defines the Antarctic Convergence as follows:</p> <p>“4. The Antarctic Convergence shall be deemed to be a line joining the following points along parallels of latitude and meridians of longitude: 50° S, 0°; 50° S, 30° E; 45° S, 30° E; 45° S, 80° E; 55° S, 80° E; 55° S, 150° E; 60° S, 150° E; 60° S, 50° W; 50° S, 50° W; 50° S, 0°.”</p>
Day of embarkation	See section 4.4.27 below.
Day of disembarkation	See section 4.4.28 below.
Expedition	An Australian National Antarctic Research Expedition to Antarctica.
Port	The port specified in the expedition itinerary as the port of embarkation or disembarkation of the expedition.

4.4.27 Definition – day of embarkation

This table defines **day of embarkation**.

Item	If the ship sails from a port...	then the day of embarkation is...
1.	at or before 1200	the day the ship sails.
2.	after 1200	the day after the ship sails.

4.4.28 Definition – day of disembarkation

This table defines **day of disembarkation**.

Item	If the ship docks in a port...	then the day of disembarkation is...
1.	at or before 1200	the day before the ship docks.
2.	after 1200	the day the ship docks.

Division 6: Allowances for services in Antarctica – Antarctic allowance

4.4.29 Purpose

Antarctic allowance compensates a member for the demands of service in Antarctica.

4.4.30 Member this Division applies to

This Division applies to a member posted for duty or serving in Antarctica who meets either of these conditions.

- a. They are directed to undertake duties as an integral part of an expedition. It must be intended that they remain on duty with, or support, that expedition during the summer or winter season in Antarctica.
- b. They travel to Antarctica with an expedition but are not part of the expedition.

4.4.31 Rate of allowance

This table sets out the yearly rate of Antarctic allowance a member may be eligible for.

Item	If subsection...	then their rate of allowance is (\$)...
1.	4.4.30.a applies to the member	13,428
2.	4.4.30.b applies to the member	7,398

4.4.32 Period of eligibility

1. Subject to subsection 1A, a member is eligible for Antarctic allowance from 0001 on the day of embarkation until 2359 on the day of disembarkation.
- 1A. Antarctic allowance is not payable during a nonworking period that exceeds 28 days under a member's flexible service determination.
2. If a member does not return directly to Australia immediately after service in Antarctica, payment of the allowance ends at 2359 on the last day they serve in Antarctica.

Exception: If section 4.4.35 applies.

4.4.33 Effect of receiving other allowances

1. This section applies to a member for the period that they are eligible for both Antarctic allowance and maritime disability allowance.
2. The member is paid only the higher of the two allowances.

4.4.34 Member on long service leave

The allowance is not included in a member's salary during a period of long service leave unless they remain in Antarctica during the period.

4.4.35 Recreation leave after duty in Antarctica

1. This section applies to a member who completes service in Antarctica and is granted a period of recreation leave before beginning duty in Australia.
2. The member is eligible for Antarctic allowance for the number of days of recreation leave they accrued for service in Antarctica. The rate of allowance is the rate that applies under section 4.4.31.
3. Subsection 1 applies to recreation leave granted immediately after any of these periods.
 - a. A period of travelling leave taken immediately after the member's period of service in Antarctica.
 - b. A period of hospitalisation or absence from duty for an illness that began on or before the day the member completed service in Antarctica.
 - c. A period of duty that meets both these criteria.
 - i. It must be performed by the member before recreation leave can be granted.
 - ii. It is performed immediately after the member's period of service in Antarctica.

Division 7: Allowances for service in the Antarctic – Common duties allowance

4.4.36 Eligibility

1. This Division applies to a member who meets all these conditions.
 - a. They are eligible for Antarctic allowance.
 - b. The officer-in-charge of an expedition directs them to perform duties that are additional and unrelated to their ordinary duties.
 - c. They perform the duties for a period.
2. The member is eligible for common duties allowance for the period at the rate of \$8,221 a year.

Division 8: Allowances for service in the Antarctic – Antarctic parity allowance

4.4.37 Purpose

Antarctic parity allowance provides for payment to a member who volunteers for service in Antarctica in an APS position as a member of an expedition.

4.4.38 Definitions

This table defines terms used in this Division.

Term	Definition
ADF amount	The sum of the amounts of salary, service allowance and maritime disability allowance (if it applies) that the member would be eligible for if the duty was an ADF posting.
APS amount	The sum of the amounts of salary and allowance instead of overtime that the member would be eligible for in the APS position. Note: If the member is not an APS employee, this amount will always be zero.

4.4.39 Member this Division applies to

This Division applies to a member who meets all these conditions.

- They are serving with an expedition in a voluntary capacity in an established APS position.
- They are not entitled to the full APS salary and allowances that apply to the position.
- They are not posted to a ship or establishment.
- They are not on leave without pay.

4.4.40 Eligibility

The member is eligible for an allowance in a pay period at a rate equal to the difference between the APS amount and the ADF amount.

4.4.41 Period of eligibility

The period of eligibility to the allowance is the same as for Antarctic allowance under Division 6 section 4.4.31 (but Division 5 section 4.4.35 does not apply).

Annex 4.4.A: Remote locations for ADF district allowance

See: Division 1 section 4.4.4

This table sets out the grades of ADF district allowance at remote locations.

Remote location	Grade
<i>New South Wales</i>	
Bogan Gate	A
Broken Hill	A
<i>Northern Territory</i>	
Alice Springs	C
Darwin	B
Jabiru	E
Katherine	D
Nhulunbuy	E
Tennant Creek	E
Tindal	D
<i>Queensland</i>	
Atherton	A
Ayr	A
Bowen	A
Cairns	A
Charters Towers	A
Ingham	A
Innisfail	A
Macrossan	A
Mount Isa	C
Palm Island	E
RAAF Scherger	E
Roma	A
Shoalwater Bay training area	A
Thursday Island	E
Townsville	A
Tully	A
Weipa	E
<i>South Australia</i>	
Woomera	E

Remote location	Grade
<i>Western Australia</i>	
Broome	E
Carnarvon	E
Dampier	E
Derby	E
Exmouth	E
Kalgoorlie	A
Karratha	E
Kununurra	E
Newman	E
Port Hedland	E
RAAF Curtin	E
RAAF Learmonth	E
Tom Price	E
<i>Other Territories</i>	
Christmas Island	E
Cocos Island	E

Part 5: Meal allowance

4.5.1 Overview

This Part tells when a member, who has to work long hours, can get assistance with meals.

- a. The assistance may include an allowance to pay for meals.
- b. The member may have to pay towards the cost of their meals.

4.5.2 Purpose

Meal allowance assists a member to buy a meal if a Service-provided meal is not available.

See: Chapter 7 Part 9, Meals, for information relating to meals provided by the *Commonwealth*.

4.5.3 Member this Part applies to

This Part applies to a member who meets either of these conditions, unless section 4.5.4 applies.

- a. They are serving in Australia. This includes a member on Reserve service.
- b. They are an applicant for entry into the ADF and section 2.1.4 applies to them.

See: Chapter 2 Part 1 Division 1 section 2.1.4, Travel, accommodation and meal benefits – certain country applicants

4.5.4 Meal allowance not paid

Meal allowance is not paid for a meal period when any of these conditions are met.

- a. The member is eligible for travelling allowance or use of the travel card.
- b. The Commonwealth makes a meal available to the member.
- c. A meal is included in the fare for a journey.
- d. A transport operator makes a meal available to the member.

Exception: An in-flight meal on a commercial aircraft does not count as a meal for this Part. Meal allowance is still payable to a member who gets an in-flight meal.

4.5.5 Meal period – definition

For a member who lives in, a meal period under this Part includes the periods when their mess provides meals.

4.5.6 Member who lives in

1. This section applies to a member who lives in and pays a contribution for meals under Chapter 7 Part 9 Division 1. The member must meet one of these conditions.
 - a. They are on duty away from their normal place of duty during a meal period.
 - b. They are performing duty at their normal place of duty during a meal period.
 - c. They perform extra duty before or after normal duty and one of these conditions is met.
 - i. They get a meal break between the normal duty and the extra duty.
 - ii. They do not get a meal break after the normal duty. The extra duty runs until after the next meal period.
 - d. Their normal place of duty is in a capital city. This applies for lunch only.
2. The member is eligible for a meal allowance for the meal period. This is only if it is not reasonably practical for them to do one of the following.
 - a. Return to their normal mess during the meal period.
 - b. Get a meal at Commonwealth expense during the meal period.

4.5.7 Member who lives out

1. This section applies to a member who lives out and buys a meal during a meal period.
2. The member is eligible for a meal allowance for the meal period if they cannot go home for the meal for any of these reasons.
 - a. They perform extra duty before or after normal duty and one of the following happens.
 - i. They get a meal break between the normal duty and the extra duty.
 - ii. They do not get a meal break and the extra duty extends through the next meal period after the normal hours of duty.
 - b. They are on duty at a place where the Commonwealth does not provide a meal and the duty meets one of these conditions.
 - i. It starts three or more hours before their rostered time for starting duty.
 - ii. It finishes three or more hours after their rostered time for finishing duty.
 - c. All of these circumstances prevent the member going home for lunch.
 - i. They begin normal duty after a period of extra duty overnight.
 - ii. They cannot go home before starting the normal duty.
 - iii. They finish the normal duty at or after 1400 hours.

4.5.8 Country applicants to the ADF

1. This section applies to a person who applies to be appointed or enlisted in the ADF.
2. The person may be eligible for a meal allowance. They must meet all these conditions.
 - a. They are required to have an examination or interview to check if they can be appointed or enlisted.
 - b. They attend a recruiting centre for the examination or interview.
 - c. They live at a location not served by the public transport system of the city or town where the recruiting centre is located.
 - d. They travel between their home and the recruiting centre for a period that meets both these conditions.
 - i. It does not extend overnight.
 - ii. It includes a period that would be a meal period under this Part.

Exception: Meal allowance is not payable if a meal is provided at Commonwealth expense.

4.5.9 Rates of allowance

This table sets out the rates of meal allowance.

Item	If the meal is...	then the rate of allowance is (\$)...
1.	breakfast	24.25
2.	lunch under paragraph 4.5.6.1.d	11.10
3.	any other lunch	27.65
4.	dinner	47.70

Part 6: Additional benefits for star rank officers

4.6.1 Purpose

The purpose of this Part is threefold.

- a. To recognise and reward the professional contribution of star rank officers in meeting the greater internal and external demands involved in giving effect to the Government's Defence policy.
- b. To provide employment conditions that reflect contemporary management practices.
- c. To retain highly skilled star rank officers.

4.6.2 Member this Part applies to

1. This Part applies to a member who holds a star rank.
2. Sections 4.6.4 to 4.6.6 inclusive, also apply to members of the Reserves who hold a star rank.
3. Section 4.6.7 also applies to members of the Reserves on continuous full-time service who hold a star rank.

4.6.3 Definitions

This table defines terms used in this Part.

Term	Definition in this Part
Star rank	The substantive rank of Brigadier or higher. This includes a reference to that rank in relation to a member who is promoted for a specified period under regulation 35 of the <i>Defence (Personnel) Regulation 2002</i> .

4.6.4 Membership of airline club

A member is eligible to the basic membership of an airline club of a Government-contracted carrier at Commonwealth expense.

4.6.5 Mobile telephones and hand held devices

1. The member is eligible for a mobile telephone or other handheld device.
Example: A BlackBerry.
2. The Department of Defence will meet the cost of providing and operating the telephone or device, including limited personal use.
3. A member of the Reserves is only eligible under this section when both the following apply.
 - a. The member has 100 days of expected liability to serve in the financial year.
 - b. The member's commanding officer or manager approves that the benefit be made available, having regard to the duties that the member is required to perform.

4.6.6 Executive vehicle allowance

1. This section does not apply to any of the following classes of members.
 - a. The member holds the rank of Lieutenant General or higher.
 - b. The member uses a special Defence vehicle for their command appointment.
2. A member is eligible to be paid executive vehicle allowance.
3. ...
4. A daily rate of the annual rate of the allowance may be paid for any day a member performs duty for which salary is payable and the member is either of the following.
 - a. A member of the Reserves.
 - b. A member on a flexible service determination.

Note: The method used to calculate the amount of allowance is provided under Chapter 3 Part 2 Division 1:

1. Subsection 3.2.7, for members on continuous full-time service.
2. Subsection 3.2.7A, for members on a flexible service determination.

5. The member is eligible for an allowance at the relevant rate provided in the following table.

Item	A member...	with a rank of...	is eligible for an allowance at the rate of...
1.	on continuous full-time service	O-7	\$25,208 a year.
		O-8	\$26,928 a year.
2.	on Reserve service	O-7	\$69.06 a day.
		O-8	\$73.78 a day.

Note 1: The allowance is paid on a fortnightly basis in addition to salary and does not count for superannuation purposes.

Note 2: Calculation of the fortnightly payment is based on a 14 day fortnight.

6. A member who holds a temporary or acting star rank is eligible for a pro-rata amount of the allowance if the member holds the temporary or acting rank for a continuous period of four weeks or more. The rate the member may be eligible for under subsection 3 is shown in the following table.

Item	A member who has a substantive rank of...	performing higher duties at a rank of...	is eligible for an allowance rate for the rank of...
1.	O-6 or lower	O-7	O-7
2.	O-7	O-8	O-8
3.	O-8	O-9 or higher	O-8

Note: For a Reserve member or a member on a flexible service determination, the four-week period may include days when the member does not perform duty. This includes nonworking periods for a member on a flexible service determination. The table only applies when the member stays at a star rank level and does not perform duty at their substantive rank during the period.

7. A member who receives the allowance must make use of shuttle services and other official vehicles, not commercial transport providers, for transport for official purposes in their posting location, if reasonably practicable.
8. A member who receives executive vehicle allowance is not normally eligible to receive vehicle allowance.

See: Chapter 9 Part 6 Division 1 section 9.6.6, Member this Part does not apply to

4.6.7 Parking space or permit

A member is eligible for either of the following.

- a. A parking space at or near their posting location.
 - b. A parking permit.
2. The member may be required to make a contribution towards the parking space or permit.

See: Part 11, Parking

Part 7: Victoria Cross for Australia representational duties

4.7.1 Purpose

This Part has two purposes.

- a. To recognise and reward the contribution of Victoria Cross for Australia recipients.
- b. To provide a package of benefits for Victoria Cross for Australia recipients to allow them to perform the representational duties associated with the award.

4.7.2 Persons this Part applies to

This Part applies to any of the following persons.

- a. A member who has been awarded the Victoria Cross for Australia.
- b. A member who has been approved to perform escort duties for a Victoria Cross for Australia holder.
- c. The family of a member posthumously awarded the Victoria Cross for Australia.

4.7.3 Nominated family of member posthumously awarded

Commonwealth assistance may be provided to the family of a member posthumously awarded the Victoria Cross for Australia, to attend representational activities. All the following limits apply.

- a. The CDF must decide that it is reasonable in the circumstances for family to represent the Victoria Cross recipient, having regard to the advice of the relevant Service Chief.
- b. The Victoria Cross recipient's family may nominate a maximum of two family members to attend an activity.

Note: Different family members may be nominated for separate occasions.

- c. Benefits may only be provided up to five years from the date of investiture of the Victoria Cross for Australia.

4.7.4 Expenses related to representational duties

1. For the purposes of this section the term member also applies to a family member of a posthumously awarded Victoria Cross recipient, who has been nominated under section 4.7.3.

See: Section 4.7.3, Nominated family of member posthumously awarded

2. The Commonwealth will pay for, or reimburse the member, costs directly related to the member's representational duties for the following expenses.
 - a. The purchase of civilian clothing for the member.
 - b. The hire of civilian clothing for the member.
 - c. The purchase of clothing for the member's recognised dependants.

- d. The hire of clothing for the member's recognised dependants.
 - e. Laundry and dry cleaning costs.
 - f. Babysitting costs, when the member and their spouse or partner are attending representational activities.
3. The CDF may approve any additional costs not listed in subsection 2 that relate directly to the member's representational duties.
 4. The CDF may approve reimbursement of the cost of clothing hire for the escort personnel who must attend representational events with the Victoria Cross for Australia recipient.

4.7.5 Business class travel

1. The CDF may approve travel at Commonwealth expense for the member and their escort for travel to and from Victoria Cross for Australia representational activities.

See:

Chapter 9 Part 1 section 9.1.9, Class of travel
Chapter 13 Part 2 Division 1, Class of air travel

2. The CDF may approve business class travel at Commonwealth expense for the following people for travel to and from Victoria Cross for Australia representational activities.
 - a. The member's spouse or partner.
 - b. The member's recognised dependants.
 - c. The family of a member posthumously awarded the Victoria Cross for Australia, nominated under section 4.7.3.

See: Section 4.7.3, Nominated family of member posthumously awarded

See:

Section 4.7.3, Nominated family of member posthumously awarded
Chapter 9 Part 3 Division 11, Travel for representational purposes
Chapter 13 Part 2 Division 3, Accompanied travel

4.7.6 Travel allowance

Travel costs or travel allowance rates, specified in Annex 9.5.A Part 1, are payable to the member and the following people for travel on Victoria Cross for Australia representational activities.

- a. The member's dependants.
- b. Escort personnel.
- c. Up to two nominated family members of a member posthumously awarded the Victoria Cross for Australia.

See:

Section 4.7.3, Nominated family of member posthumously awarded
Chapter 9 Part 5 Annex 9.5.A Part 1, Amounts for accommodation, meals and incidentals
Chapter 13 Part 2, Overseas travel benefits

Part 8: Training payments

4.8.1 Overview

This Part contains information on ADF training allowances and reimbursements.

4.8.2 Contents

This Part includes the following Divisions.

Division 1	Trainee's dependant allowance
Division 2	Medical residency – additional salary
Division 3	Former medical or dental officer – refresher training
Division 4	Australian Defence Force Academy textbooks
Division 5	In-service medical officers – refresher training
Division 6	Army dental officer professional development scheme

Division 1: Trainee's dependant allowance

4.8.3 Purpose

Trainee's dependant allowance supplements a trainee's salary when they are supporting one or more eligible dependants.

4.8.4 Definition

This table outlines the definition used in this Division.

Term	Definition in this Division
Eligible dependant	a. The trainee's dependant, or b. Another person who is: - under 16 years old, and - living with the trainee, and - wholly or substantially dependent on the trainee.

4.8.5 Member this Division applies to

This Division applies to a trainee in the Permanent Forces whose salary is less than the salary of a Private in Pay Grade 1.

Related information: For the salary of a Private in Pay Grade 1, see Schedule B.12 to DFRT Determination No. 2 of 2017, *Salaries*.

See: DFRT Determination No. 2 of 2017, *Salaries*, Schedule B.12, Other rank salary rates

4.8.6 When this Division does not apply

This Division does not apply if any of these criteria are met.

- If the trainee's eligible dependant has an income of \$34,980.40 or more in a financial year.
- The trainee is not entitled to salary.
- The member is on Reserve service.

4.8.7 Rate of benefit

- The rate of trainee's dependant allowance is the difference between their rate of salary and the annual rate of salary for a Private in Pay Grade 1.

See: DFRT Determination No. 2 of 2017, *Salaries*
Schedule B.12, Other rank salary rates
Schedule B.13, Trainee salary rates

- Trainee's dependant allowance is paid fortnightly based on the annual amount.
- If the trainee is on a flexible service determination, the trainee is to be paid trainee's dependant allowance on a pro rata basis as calculated under section 3.2.7.

4.8.8 Dual entitlement

1. If the trainee's dependant is a member and is also eligible for the trainee's dependant allowance, they will share the allowance.
2. This table describes the rates under dual entitlement.

Item	If the trainee and dependant have...	the rate for each is...
1.	the same rate of salary	half the difference between their individual rate and the salary of a Private in Pay Grade 1.
2.	different rates of salary	half the difference between the lower individual rate and the salary of a Private in Pay Grade 1.

Division 2: Medical residency – additional salary

4.8.9 Purpose

1. This Division supplements the salary for a member who works as a resident medical officer at a civilian hospital.
2. A member is paid additional salary to equal the salary and allowances they would have received if they had been a civilian resident medical officer at the hospital.

4.8.10 Members this Division applies to

This Division applies to a member who undertakes a period of compulsory residency at a civilian hospital with the approval of the CDF.

4.8.11 Rate of entitlement

The rate of additional salary is worked out by calculating the difference between these two amounts.

- a. What the civilian hospital pays Defence for the member's services.
- b. What the member receives by way of the total of all these payments from Defence.
 - i. Salary.
 - ii. Service allowance.
 - iii. ADF district allowance, if applicable.

4.8.12 Payment for accrued leave

The member is eligible for payment for any leave accrued but not granted during their period of compulsory residency, less any payment instead of leave made by the hospital.

4.8.13 Conditions of entitlement

1. The sponsored member works full-time at the hospital providing the training.
2. The member remains in ADF service. They work under an arrangement agreed between the hospital and the Commonwealth. The member will not become an employee of the hospital.
3. The member retains all the conditions of service of full-time members.

Division 3: Former medical or dental officer – refresher training

4.8.14 Purpose

Refresher training assistance assists a former member who served as a medical or dental officer with the costs of training to better equip them for civilian practice or employment.

4.8.15 Definition

This table outlines the definition used in this Division.

Term	Definition in this Division
Refresher training course	A course of study, approved by the CDF, to be undertaken by a former member in aspects of medical or dental practice that are not normally found in the ADF.

4.8.16 Members this Division applies to

This Division applies to a former member who served on a fixed-term appointment as a medical or dental officer, if they meet all of these criteria.

- a. They were appointed before graduation or within two years after first registration as a medical or dental practitioner.
- b. They completed at least four years' continuous full-time service as a medical or dental officer before ceasing to be a member.
- c. They begin a refresher training course within 12 months of ceasing service.
- d. They have not, on the day they begin the training course, been appointed as an officer on an indefinite appointment.

4.8.17 Conditions for refresher training payment

1. The former member is eligible for a payment for the refresher training course if the CDF considers it reasonable for them to undertake it.
2. In deeming it reasonable, the CDF must consider all of these criteria.
 - a. How much the length and nature of the former member's service has impaired their ability to undertake civilian medical or dental practice or employment.
 - b. How much the former member's completion of the course would remedy any impairment.
 - c. Any other factor relevant to the former member's ability to undertake such practice or employment.
3. Payment is available for the period of a course to a maximum of 90 days.
4. Only one payment can be made to a member under this Division.

4.8.18 Amount of payment

1. The amount of payment is worked out by calculating the difference between these two amounts.
 - a. The salary the former member would have been receiving (including any higher duties allowance) if, on the day the training course begins, they were still in the ADF with the rank they had when they left it.
 - b. The salary (excluding overtime or penalty rates) a civilian employer would pay them on the day they begin the course.
2. If the member's salary in a. is more than that in b, a daily payment is worked out for the period of the course up to a maximum of 90 days.

Example 1: A medical officer left the ADF on 30 June on a salary of \$70,000 a year. They begin a 90-day refresher training course on 1 February the following year. The salary for their rank in the ADF had risen to \$75,000 during those seven months.

The salary payable to them at the start of the course by the civilian employer is \$65,000.

Their daily rate is therefore \$111, worked out as follows:

$$\$75,000 - \$65,000 = \$10,000 \div 90 = \$111$$

Example 2: A dental officer left the ADF on 30 June on a salary of \$50,000 a year. They begin a 90-day refresher training course on 1 February the following year. The salary for their rank in the ADF had risen to \$55,000 over that period.

The salary payable to them at the start of the course by the civilian employer is \$50,000.

The dental officer is not eligible for a payment.

3. Applications should be forwarded to the Defence Force Pay Accounting Centre after they are approved. The payment will be made as if it was salary paid on ceasing continuous full-time service.

Division 4: Australian Defence Force Academy textbooks

4.8.19 Purpose

Members of the Australian Defence Force Academy are eligible for assistance with the costs of buying textbooks.

4.8.20 Member this Part applies to

This Part applies to a trainee who is an undergraduate posted to the Australian Defence Force Academy.

4.8.21 Textbook benefit

1. The Commonwealth will provide a member with their compulsory textbooks for the purposes of their course.

Note: For the purposes of this section compulsory textbooks are textbooks which have been approved by the ADFA Commandant.

2. If the Commonwealth cannot provide a member with their compulsory textbooks under subsection 1, the member will be reimbursed reasonable costs for their compulsory textbooks.

Note: Textbooks which have been recommended for a course will not be provided at Commonwealth expense or the cost reimbursed.

Division 5: In-service medical officers – refresher training

4.8.22 Purpose

In-service training assistance is provided to serving medical officers to allow them to undertake refresher training or experience, except where the training is a Service requirement.

4.8.23 Members this Division applies to

This Division applies to a medical officer serving on an indefinite appointment.

4.8.24 Conditions of training

1. The CDF may approve the member to undertake refresher training for a maximum of 12 months on full salary after each completed six years of service.
2. The CDF may approve the member to do the training in one or more periods over the member's service, subject to Service requirements.

4.8.25 Additional allowance

1. When the member's refresher training takes place at a civilian hospital, they are eligible for an allowance if their hospital remuneration is greater than the remuneration they would otherwise be paid by the ADF.
2. For subsection 1, the member's Service remuneration is worked out as sum of these amounts that were payable to the member, at the rank they held immediately before they started the training course.
 - a. Salary.
 - b. Service allowance.

Note: The member remains in ADF service. They work under an arrangement agreed between the hospital and the Commonwealth that allows them to continue to receive ADF salary. The member will not become an employee of the institution.

3. The allowance is paid at the end of each three-month period of training.

4. The amount of the allowance is worked out by subtracting the amount of hospital remuneration payable to them from the amount of Service remuneration they would otherwise have received for the same period.

Step	Action
1.	Contact the civilian hospital and find out the annual salary paid to a civilian medical officer doing the same work as the member.
2.	Calculate the member's annual Service salary and allowances. This includes the sum of these amounts. a. Base salary. b. Service allowance.
3.	Subtract the amount obtained in step 2 from the amount obtained in step 1. Result: The difference is the annual rate of additional allowance.
4.	Divide the annual amount of additional allowance payable to the member by 4. Result: The amount calculated is the quarterly rate of additional allowance payable to the member.

4.8.26 Expenses associated with training

1. The member is to be reimbursed for these costs.
 - a. Compulsory fees for the training.
 - b. The cost of textbooks prescribed for a course.
2. The ADF may make available, for the duration of the training, medical instruments the member must use in the training.
3. The member is responsible for costs of any travel or removal needed to complete the training.

Division 6: Army dental officer professional development scheme

4.8.27 Purpose

The Division sets out the reimbursement a dental officer may get when they participate in approved professional development activities.

4.8.28 Definitions

For the purpose of this Division, a member is a dental officer if they meet the definitions in section A.1.2 of DFRT Determination No. 2 of 2017, *Salaries*.

See: DFRT Determination No. 2 of 2017, *Salaries*
Division A.1 section A.1.12, Specialist officers (definitions)
Division B.3, Specialist officers

4.8.29 Member this Division applies to

1. This Division applies to a member who meets all of the following conditions.
 - a. The member is an Army dental officer who provides a clinical dental capability.
 - b. The member is on either continuous full-time service or Reserve service.
 - c. The member is Army Individual Readiness Notice (AIRN) compliant on the day the expense is incurred.

See: Defence Instruction (Army) Operational 80–1–*Army Individual Readiness Notice*

Exception: The member does not have to be fit for operational deployment.

2. This Division ceases to apply to all members on 30 June 2020.

4.8.30 Payment

1. A member may be reimbursed the cost of approved professional development activities up to a maximum amount.
 - a. Professional development activities are described in section 4.8.31.
 - b. The process for calculating the maximum amount of reimbursement for a member is set out in section 4.8.32.

See: Section 4.8.31, Professional development activities

See: Section 4.8.32, Calculation of the maximum

Example: A member enrolls in training that costs \$12,000. The CDF approves the training as a professional development activity under section 4.8.31. The maximum calculated for the member under section 4.8.32 is \$10,000. The member may be reimbursed \$10,000.

Non-example: A member buys computer equipment that costs \$1,000. The CDF does not approve the equipment as a professional development activity. The member may not be reimbursed for the purchase.

2. Costs for professional development activities must be paid in full before reimbursement may be paid.
3. The maximum under section 4.8.32 applies to a single financial year. Unused funds cannot be paid to the member or carried over to future financial years. If the costs reimbursed are less than the maximum, the member is not eligible for the difference.
See: Section 4.8.32, Calculation of the maximum
4. Incurred costs must be paid for and reimbursed in the same financial year.
5. A member can be provided financial support under this Division by direct payment to a supplier for an approved professional development activity. Any amount paid directly is counted as part of the costs that may be reimbursed within the maximum under section 4.8.32.
6. Travel costs for professional development activities are included as part of the costs that may be reimbursed within the maximum under section 4.8.32.
7. A member may use their Defence travel card for travel associated with an approved professional development activity.

4.8.31 Professional development activities

1. The CDF may approve activities, travel or the purchase of equipment as professional development activities. The CDF must consider all the following criteria.
 - a. Whether the activity will enhance the member's clinical and professional skills.
 - b. Whether the activity could be funded by other means.
Example: Courses offered under the Defence Assisted Study Scheme.
 - c. The cost of the activity.
 - d. The interests of the Commonwealth.
 - e. Any other factors relevant to the member's personal development.
2. The following activities cannot be approved as professional development activities under this Division.
 - a. Membership of groups that have a primary purpose that is political in nature.
 - b. Activities associated with Specialist officer career structure competency-based training.
 - c. Activities that can be accessed through the Defence Assisted Study Scheme.
 - d. The purchase of non-dental specific computer hardware, software or internet access.

Example: A member purchases a personal digital assistant (PDA) device. The equipment does not meet the criteria for a professional development activity under subsection 1. The cost of the device is not reimbursed.

4.8.32 Calculation of the maximum

1. This section sets out how to calculate the maximum reimbursement that may be paid to a member under section 4.8.30.

See: Section 4.8.30, Payment

2. The maximum for a member of the Permanent Forces is \$10,000 in a financial year.
3. This subsection applies to a member of the Army Reserve on continuous full-time service. The member's maximum claim is as follows.
 - a. The maximum is \$833.33 for each period of 30 consecutive days of service in a financial year.
 - b. The financial year reimbursement may not exceed \$10,000.
 - c. Any period of less than 30 consecutive days of service in a financial year does not count towards the maximum.
 - d. Unused days of service not claimed in a financial year cannot be carried over to the next financial year.
 - e. A member who has worked both permanent service and Reserve service cannot claim more than \$10 000 in a financial year.

Example: A member works 65 consecutive days of service in a financial year. The member has worked two complete periods of 30 consecutive days. The member's maximum is \$833.33 multiplied by two, or \$1,666.66.

4. This subsection applies to a member of the Reserves on Reserve service. The member's maximum is calculated as follows.
 - a. The maximum is \$27.39 for each day of service. The days do not need to be consecutive. A day of service is a minimum of six hours of duty on a day.
 - b. The financial year reimbursement may not exceed \$10,000.
 - c. Twenty days or more of Reserve service must be served within a financial year before a claim can be made.
 - d. Any total of less than 20 days of Reserve service in a financial year does not count towards the maximum.
 - e. Unused days of service not claimed in a financial year cannot be carried over to the next financial year.

Example: A member works five days a month over a six month period. The member has worked 30 days in a financial year. The member's maximum is \$27.39 a day multiplied by 30 days. The member's maximum reimbursement is \$821.70.

5. This subsection applies to a Reserve member who has worked both continuous full-time service and Reserve service in a financial year.

- a. The member's maximum is the sum of the limits as calculated under each type of service.

See: Subsections 3 and 4.

- b. The member can not combine unused days from continuous full-time service and Reserve service to be eligible for a claim.

Example: A Reserve member works 55 days of continuous full-time service in a financial year. The member also works nine individual days of Reserve service in the financial year. The member's maximum is the sum of items 1 and 2.

Item	Type of service	Limit
1.	Continuous full-time service	The member has 55 days of continuous full-time service. That is one block of 30 days. $1 \times \$833.33 = \833.33 The member's limit for this item is \$833.33. There are 25 unused days (55 days – 30 days). The member is not eligible for payment for the unused days.
2.	Reserve service	The member has 9 days of Reserve service. The member does not have 20 days of Reserve service. The nine days are unused days.
3.	Total	The member's maximum for continuous full-time service is \$833.33. There is no entitlement for the member's Reserve service. The member may claim a reimbursement up to a maximum of \$833.33 for the financial year.

Part 9: Reserves

4.9.1 Overview

The ADF provides a range of fees and bonuses for some members of the Reserves.

4.9.2 Contents

This Part includes the following Divisions:

Division 1	Legal officer sessional fee
Division 2	Airfield Defence Guards (annual proficiency bonus)
Division 3	Health support allowance – Reserves
Annex 4.9.A	High Readiness Reserve health support allowance claim form

Division 1: Legal officer sessional fee

4.9.3 Purpose

Legal officer sessional fee compensates Reserve legal officers for the following.

- a. For certain professional work they perform for the ADF.
- b. For practice costs associated with the duties in paragraph a.

Examples: Telephone calls, facsimile transmissions, postage and photocopying.

4.9.4 Definition

This table outlines the definition used in this Division.

Term	Definition in this Division
Court of Inquiry	'Court of Inquiry' has the same meaning as in regulation 3 of the <i>Defence (Inquiry) Regulations 1985</i> .

4.9.5 Members this Division applies to

This Division applies to a legal officer who is a member of the Reserves.

4.9.6 Duties attracting a sessional fee

1. A legal officer is eligible for a sessional fee if all the following conditions are met.
 - a. The legal officer performs legal duties in the ADF when they would otherwise be working in a private professional capacity as a barrister or solicitor.
 - b. Any of the following persons approves a period of the duty described in the table at paragraph c, before it is performed.
 - i. CDF.
 - ii. Director General Australian Defence Force Legal Services.

- c. The **legal officer** performs one or more of the duties described in the following table.

Item	Duties
1.	<p>Military duty as a counsel or assistant counsel performing any of the following duties.</p> <ul style="list-style-type: none"> a. Appearing before a summary authority. b. Any of the following duties performed in relation to a Court Martial or Defence Force Magistrate proceeding. <ul style="list-style-type: none"> i. Appearing in the proceeding. ii. Participating in a pre-trial directions hearing. iii. Participating in a case management conference. <p>Examples: Conferences conducted in person or by telephone conference</p> iv. Participating in a stay application in relation to a punishment or order. c. Providing legal services related to paragraphs a and b. d. Providing legal services relating to a petition or request for review to a reviewing authority, including a punishment review pursuant to the <i>Military Justice (interim Measures) Act No. 2 2009</i>. <p>Examples: Drafting legal advice, applications, submissions and petitions. Providing advice to a member on the merits of electing trial by a court martial or Defence Force Magistrate.</p>
2.	Military duty as a Judge Advocate or Defence Force Magistrate in a disciplinary proceeding.
3.	Providing legal services relating to the preparation or provision of a report under section 154 of the <i>Defence Force Discipline Act 1982</i> .
4.	Military duty as a legal officer assisting a Court of Inquiry.
5.	<p>Military duty as a legal officer representing or assisting in the representation of a person before a Court of Inquiry.</p> <p>In this item, person includes a person who has died.</p> <p>Authority: Regulations 33 or 121 of the <i>Defence (Inquiry) Regulations 1985</i></p>

Item	Duties
6.	<p>Providing legal services to an ADF commander where all of the following requirements are met.</p> <ul style="list-style-type: none"> a. The services are of any of the following types. <ul style="list-style-type: none"> i. Providing legal advice. Examples: Undertaking legal reviews under the <i>Defence Force Discipline Act 1982</i> and the <i>Defence (Inquiry) Regulations 1985</i> Preparation time is not paid for this duty. See: Subsection 2. ii. Providing dispute resolution services. Examples: Mediation, facilitation, negotiation, conflict coaching, conciliation and arbitration. iii. Acting as an inquiry officer or as an inquiry assistant. Authority: Regulation 69 of the <i>Defence (Inquiry) Regulations 1985</i> b. The services require legal skills. c. The services relate to duties and responsibilities of a member in that command.
7.	<p>Giving legal advice to a member on matters arising from their service in the ADF.</p> <p>Examples:</p> <ul style="list-style-type: none"> 1. Giving legal advice to a member concerning proceedings under the <i>Defence Force Discipline Act 1982</i>. 2. Giving legal advice to a member concerning a redress of grievance pursuant to Part 7 of the <i>Defence Regulation 2016</i>. <p>Preparation time is not paid for this duty. See: Subsection 2.</p>
8.	<p>Giving legal advice to a defence civilian or former member in either of the following circumstances.</p> <ul style="list-style-type: none"> a. The defence civilian or former member is being investigated in connection with disciplinary action or possible disciplinary action under the <i>Defence Force Discipline Act 1982</i>. b. The defence civilian or former member has been charged with an offence under the <i>Defence Force Discipline Act 1982</i>. <p>In this item, defence civilian has the same meaning as in the <i>Defence Force Discipline Act 1982</i>.</p> <p>Preparation time is not paid for this duty. See: Subsection 2.</p>

2. Items in the table in paragraph 1.c include preparation time spent on legal tasks.

Examples: Proofing witnesses, taking instructions, settling agreed facts, reading transcripts, preparing submissions.

Non-example: Travelling to the place of duty.

Exceptions:

Preparation time will not be paid in association with the following duties.

1. Duties in subparagraph a.i of item 6 of the table in paragraph 1.c.
2. Duties in item 7 of the table in paragraph 1.c.
3. Duties in item 8 of the table in paragraph 1.c.

Example: A legal officer provides legal advice to an ADF commander about one of their members. The legal officer is not to be compensated for preparation time.

4.9.7 Sessional fee and Reserve salary

1. This section applies in any period for which a legal officer is entitled to pay as a Reserve member and also performs duties that meet conditions for payment of the sessional fee set out in section 4.9.6.
2. If the member's Reserve salary for the period is less than the amount of sessional fee that would be payable for the same period, the member may elect in writing to be paid the higher amount of sessional fee under this Division instead of the salary.

Notes:

1. This section does not affect the member's entitlement to Reserve allowance payable under DFRT Determination No. 11 of 2013, *ADF Allowances*.
2. To avoid doubt, a member may be paid a combination of salary and sessional fee for a day, but is not entitled to payment for more than six hours duty in total for that day.
3. If the member is approved to perform a period of duty for Reserve salary and not also given an express approval for that period of duty for the purpose of this Division, the member cannot later elect to be paid legal officer sessional fee under this section.

Examples:

1. A member who elects to take a full day's sessional fee for three or more hours duty cannot claim Reserve salary for the same day.
2. A member who takes a full day's Reserve salary for six or more hours duty cannot claim sessional fee for additional hours on that same day.

4.9.8 Amount of sessional fee

1. A legal officer who performs duty in a matter described in the following table is eligible for a sessional fee, calculated at the rate set out in the table, for a period of up to 5 days.

Item	If the member performs...	for...	the member is to be paid...
1.	Any of the following duties described in any of the following parts of the table in paragraph 4.9.6.1.c a. Paragraph a of table item 1. b. Paragraph b of table item 1. c. Table item 2. d. Table item 4. e. Table item 5. See: Section 4.9.6, Duties attracting a sessional fee	less than three hours in a day	\$202.50 an hour.
		three or more hours in a day	\$1215 a day.
2.	Any of the following duties. a. Duties described in any of the following parts of the table in paragraph 4.9.6.1.c. i. Paragraph c of table item 1. ii. Paragraph d of table item 1. iii. Table item 3. iv. Table item 6. v. Table item 7. vi. Table item 8. b. Preparation time associated with duties described in any of the following parts of the table in paragraph 4.9.6.1.c. i. Any of table items 1, 4 or 5. ii. Table item 6. Exception: Subparagraph a.i of table item 6. See: Section 4.9.6, Duties attracting a sessional fee	less than six hours in a day	\$202.50 an hour.
		six or more hours in a day	\$1215 a day.

2. The following arrangements apply to a member who performs a particular duty described in subsection 1 for more than five days. The days do not have to be consecutive.

Item	Day	Rate
1.	Days 1 to 5	In accordance with subsection 1.
2.	Day 6 and beyond	<p>A daily rate of sessional fee for the sixth and subsequent days that CDF or the Director General Australian Defence Force Legal Services consider reasonable, having regard to the advice of the Attorney-General's Department.</p> <p>For periods of less than a day, the hourly rate of sessional fee is one-sixth of the determined daily fee.</p> <p>Sessional fee may also be paid for periods that are less than whole hours on a pro rata basis.</p>

3. Duties performed by member who is a Senior Counsel or Queen's Counsel are to be paid at 1.5 times the amount that would otherwise be payable.

Division 2: Airfield Defence Guards (annual proficiency bonus)

4.9.9 Purpose

The ADF provides an annual proficiency bonus to certain members of the Air Force Reserve Ground Defence Reserve Group (Operations) who do more than the minimum required training.

4.9.10 Members this Division applies to

This Division applies to a member who meets both of these criteria.

- a. Volunteers to serve for five years in the Air Force Reserve as a Ground Defence Officer or Airfield Defence Guard in the Ground Defence Reserve Group (Operations), and
- b. Undertakes duty (other than continuous full-time service) for up to 18 days more than the minimum 32 days' annual training they are required to do in any one year.

4.9.11 Conditions of eligibility

1. The member must meet all of these criteria.
 - a. They must volunteer to do the additional duty before the start of each 12-month period of service.
 - b. They must actually do the additional duty within that 12-month period or within an extra period that the officer-in-charge approves in writing.
 - c. They must meet the medical fitness standards for operational duty as a Ground Defence Officer or Airfield Defence Guard.
 - d. They must meet their service obligations.
 - e. They must demonstrate proficiency in the skills needed by a Ground Defence Officer or Airfield Defence Guard.
2. Duty undertaken for more than the additional 18 days in any year does not attract a bonus payment.

4.9.12 Rate and date of eligibility

1. The member is eligible for the bonus at the following rates.
 - a. \$50 a day from the 1st to the 4th day (inclusive) of additional duty.
 - b. \$75 a day from the 5th to the 8th day (inclusive).
 - c. \$100 a day from the 9th to the 18th day (inclusive).
2. The bonus cannot be more than \$1,500 in any one year.

3. The bonus is for duty performed in the 12 months before each anniversary of the member's appointment or enlistment. It is payable on the later of these days.
 - a. The anniversary of the member's appointment or enlistment.
 - b. The last day of the extra period approved in writing by the officer-in-charge.

See: Paragraph 4.9.11.1.b, Conditions of eligibility

4.9.13 Preservation of eligibility on transfer

1. A member who is not serving in the Ground Defence Reserve Group (Operations) on the day the bonus would be paid is still eligible for it, if they meet all of these criteria.
 - a. They must meet the eligibility conditions in section 4.9.11.
 - b. They must have been transferred from the Group before that day without a break in their continuity of service.
 - c. They must be a member of the ADF on that day.
2. The bonus is payable on that day as if they had not been transferred from the Group.

Division 3: Health support allowance – Reserves

4.9.14 Purpose

This Division provides allowances to help Reserve members keep their health levels at required standards.

4.9.15 ...

4.9.16 Health support allowance – Capability at short-notice

1. This section applies to a member of the Reserves who meets all of the following conditions.
 - a. They have an undertaking with their Service to provide capability at short notice.
 - b. They have been assigned as Service Category 4 by their Service.
2. To be eligible for the allowance a member must meet all of the following conditions.
 - a. The member must make an application in the form and manner authorised by the CDF.
 - b. The member must be insured under a health insurance policy that meets all of the following requirements.
 - i. The policy is with a private health insurer under the *Private Health Insurance (Prudential Supervision) Act 2015*.
 - ii. The policy has the highest level of hospital cover that the health insurer provides.
 - iii. The policy includes optical and dental cover.
 - c. The member must provide the information specified by the CDF.
 - d. The member must provide the documents specified by the CDF.
3. The allowance is paid at the rate that applies to the member's situation.
 - a. The member has received a payment under section 4.9.17 for the same financial year — \$1,900 a year.
 - b. The member has not received a payment under section 4.9.17 for the same financial year — \$2,500 a year.
4. The member is eligible to receive the allowance once in a 12 month period commencing the day the member became eligible for the allowance.

5. A member must repay a part of the allowance if the member ceases to be insured as required under paragraph 2.b at any time from the day they became eligible to receive the bonus until the day ending 12 months after that day.

Example: The member cancels the policy after being paid the allowance they must repay the amount that represents the part of the year that the member is not covered by the insurance.

Exceptions: The CDF may decide that a member does not need to repay the allowance. The CDF must consider why the member did not have insurance for the full period.

6. The amount to be repaid is calculated in accordance with the following table.

Step	Action
1.	Calculate the number of days in the following period. <ol style="list-style-type: none"> a. Starting when the member stops being insured under a health insurance policy. b. Ending one year after the member became eligible for their last health support allowance payment.
2.	Divide the outcome of Step 1 by 365. Example: A member was insured for 100 days. The outcome of this step is 0.274.
3.	Multiply the outcome of Step 2 by the amount of the member's last payment under this Division. Example: A member was not insured for 0.274 of the year. Their last payment was \$2,500. 0.274 multiplied by \$2,500= \$685
4.	The member must repay the outcome of Step 3.

7. An amount that must be repaid under this section is a debt to the Commonwealth.
8. Defence is authorised to collect sensitive information for the purposes of this benefit.

See: Australian Privacy Principle 3, Schedule 1 to the *Privacy Act 1988*

4.9.17 Health support allowance – Members on Reserve service

1. A member of the Reserves who meets all of the following conditions during a financial year may be eligible for a payment of \$600 under this section.
 - a. They serve 20 days of Reserve service during the financial year.
See: Chapter 1 Part 3 Division 1 section 1.3.67, Reserve service
 - b. They have not been paid an allowance under paragraph 4.9.16.3.b during the same financial year.
2. To be entitled to the payment a member must meet all of the following conditions before 30 January of the following financial year.
 - a. The member must make a declaration in the form and manner authorised by the CDF.
 - b. The member must provide the information specified by the CDF.
 - c. The member must provide the documents specified by the CDF.

3. Defence is authorised to collect sensitive information for the purposes of this benefit.

See: Australian Privacy Principle 3, Schedule 1 to the *Privacy Act 1988*

Annex 4.9.A: ...

Part 10: Life insurance – additional risk insurance

4.10.1 Purpose

A member may be reimbursed the part of a life insurance policy premium they pay because of the additional risk involved in doing their duties. This includes a member on Reserve service. This additional risk premium is the difference between these two amounts.

- a. The premium the member would pay for life insurance if their duties did not involve additional risk.
- b. The premium they pay because of the nature of their duties.

4.10.2 Members eligible

A member may be reimbursed their additional risk insurance costs if they do either of the following.

- a. They pay more than a normal yearly life insurance policy premium because of the nature of their duties.

Examples: A member serving in flying or submarine categories.

- b. They pay a higher premium on a life insurance policy they take out on a dependant because of the nature of their duties.

4.10.3 Members not eligible

A member will not be reimbursed their additional risk insurance costs if they pay additional premiums only because of the location they are serving in.

4.10.4 Amount of reimbursement

1. The member is eligible for a reimbursement of the additional risk premium they paid for each insurance policy. No more than \$2,483 can be paid in respect of a financial year, in total.
2. The CDF may grant an additional reimbursement, up to the amount of the additional risk premium. The CDF must consider all these criteria.
 - a. The member's rank and duties.
 - b. The nature of the policy and the commencement and maturity dates of the policy.
 - c. The value of the policy.
 - d. The reason for the additional risk premium.
 - e. The additional risk premium offered by other insurers.
 - f. Any other factor relevant to the member's life insurance.

4.10.5 Timing of reimbursement

1. A member is eligible for reimbursement once a year.
2. The premium for the additional risk insurance must be paid in full before reimbursement can be made.

Note: The member must provide evidence of the payment. It is the member's responsibility to provide enough detail to allow the benefit to be verified.

Part 11: Parking

4.11.1 Purpose

This Part sets out the contribution for a parking space, or a parking permit, if one is allocated to a member at a specified location.

4.11.2 Contributions for parking and parking permits

1. This section applies to a member when all of the following conditions are met.
 - a. The member is allocated either of the following.
 - i. A parking space at or near their posting location.
 - ii. A parking permit instead of a specific parking space.
 - b. The member chooses to take the parking space or permit.
 - c. The posting location is a location for which the CDF decides that a contribution is payable for a parking space or permit.
2. The member must make a fortnightly contribution of \$60.00 for the parking space or parking permit the member is allocated.
3. If a member is absent from the location for a period of four weeks or longer, all of the following apply.
 - a. The member must notify in writing, using form AE601 Car parking contributions – Authorisation, that they will be absent from the location.
 - b. The member's contribution ceases on the first payday after the commencement of the member's absence.
 - c. The contribution resumes on the first payday after the member returns to the location, this will be a full contribution.
4. Subsection 1 may apply to a member because they are performing temporary duty or acting rank in a position. In that case, the following limits apply to the member's contribution.
 - a. The contribution only commences on the first payday after the member has been in the temporary or acting position.
 - b. The contribution ceases on the first payday after the member ceases to hold the temporary or acting rank position.

Chapter 5: Leave

5.0.1 Overview

This Chapter sets out the benefits and conditions for the various kinds of leave available to members.

5.0.2 Contents

This Chapter includes the following Parts.

Part 1	Overview
Part 2	Leave and travel
Part 3	Medical absence from duty
Part 4	Recreation leave
Part 5	Long service leave
Part 6	Maternity leave
Part 7	Parental leave
Part 8	War service leave
Part 9	Other leave with pay
Part 10	Leave without pay
Part 11	Short absence
Part 12	Public holidays – Australia
Part 13	Cancellation of, or recall from, leave

Part 1: Overview

5.1.1 Purpose

This Part gives a general outline of leave for ADF members and describes the various kinds of leave available.

5.1.1A Definitions

This table defines terms that apply in this Chapter.

Term	Definition in this Chapter
Senior officer who transitioned	<p>Means a senior officer who meets all the following.</p> <ul style="list-style-type: none">a. The senior officer previously held one of the following appointments or positions.<ul style="list-style-type: none">i. Chief of the Defence Force.ii. Vice Chief of the Defence Force.iii. Service Chief.iv. Chief of Joint Operations.b. The senior officer undertook required activities that supported their resignation, retirement or transfer to the Reserves, immediately after ceasing their appointment in paragraph a.c. The senior officer ceased service in the Permanent Forces, immediately after completing the activities described in paragraph b.
Transition period	<p>Means the period for a senior officer that is between the following two days.</p> <ul style="list-style-type: none">a. The day after the senior officer ceases to hold one of the following appointments or positions.<ul style="list-style-type: none">i. Chief of the Defence Force.ii. Vice Chief of the Defence Force.iii. Service Chief.iv. Chief of Joint Operations.b. The day before the senior officer becomes a senior officer who transitioned.

5.1.2 Leave – overview

1. Each type of leave has conditions that accompany it, and these are described later in this Chapter.
2. Some leave accrues to a member in return for performing eligible service. Once earned it must be credited to the member, and cannot be removed by the ADF unless this Chapter allows for it. Members may apply for leave at any time, and approving authorities may grant or refuse it. On ceasing continuous full-time service, some leave types provide that any leave not taken (that has not lapsed) will be paid out.

Examples: Basic recreation leave, long service leave.

3. Other leave types only apply when the member meets some qualifying criteria. A member who meets the criteria may be granted the leave, but may also be refused. If refused, there is no right to take it at a later time. A later application will be assessed on its merits.

Examples: Leave without pay, compassionate leave.

Exception: Maternity leave is the only form of leave that cannot be refused.

4. Other forms of absence are not an entitlement. They do not accrue and are granted solely at management discretion.

Examples: Leave to be absent from duty for medical reasons (this is called a medical absence), examination leave, short absence following long or unusual duty.

5.1.2A Salary and allowances during leave

1. Allowances that are provided under this determination may be paid during a period of leave. This is subject to the conditions for payment of the allowance in other Chapters. It is necessary to refer to the relevant provisions for each allowance.

Examples: Overseas living allowances, location allowances, uniform allowance, rent allowance.

5.1.3...

Part 2: Leave and travel

5.2.1 Overview

This Part has the following purposes.

- a. To provide conditions for members who want to travel to restricted destinations while on leave.
- b. To clearly set out when leave may be refused or revoked in relation to a restricted destination.

5.2.2 Contents

This Part includes the following Division.

Division 1 Leave travel to a restricted destination

Division 1: Leave travel to a restricted destination

5.2.3 Purpose

1. This Division outlines the steps which a member must take when they plan to travel to a restricted destination during a period of leave.

See: Chapter 1 Part 3 Division 1 section 1.3.68, Restricted destination

2. A member must apply for a leave travel restriction waiver when they want to travel to a restricted destination.

5.2.4 Member this Division applies to

This Division applies to a member that has applied for a period of any of the following leave types and the member plans to travel to a restricted destination in that period.

- a. Recreation leave.

See: Part 4

- b. Long service leave.

See: Part 5

- c. War service leave.

See: Part 8

- d. Compassionate leave.

See: Part 9 Division 2

- e. Leave without pay.

See: Part 10

5.2.5 Leave travel restriction waiver not required

1. If a member is to transit through a **restricted destination** a leave travel restriction waiver is not required if both of the following circumstances are reasonably expected to apply during the transit.

- a. The member remains in the port or airport.

- b. The member does not pass through any customs or immigration process.

Example: The member is travelling to London and the flight has a three hour layover in a restricted destination. The member will disembark the plane but will not pass through customs or leave the airport. A leave travel restriction waiver is not required.

2. The member must notify their leave decision-maker of any proposed transit through a restricted destination on their notification of proposed overseas travel form (webform number AB644).

5.2.6 Applying for a leave travel restriction waiver

1. A member must apply using the ADF leave travel restriction waiver application form (webform number AE042), for permission from the Deputy Chief Joint Operations to travel to a restricted destination in a period of proposed leave.

Note: Applying for leave and travel overseas may involve up to 3 forms.

- a. Notification of proposed overseas travel form (webform number AB644).
- b. ADF leave travel restriction waiver application form (webform number AE042)
- c. A relevant leave form.

2. The member must provide their reasons for travel on their application to the Deputy Chief Joint Operations for travel to the restricted destination. These may include any of the following.

- a. The member's situation is one which would allow the grant of compassionate leave under section 5.9.10.

See: Part 9 Division 2 section 5.9.10, Compassionate leave

- b. The member wishes to travel in relation to employment prospects after they leave the ADF. Both the following conditions apply.

- i. The member's Commanding Officer must examine a request for pre-separation travel for employment. This must happen before the member applies for a restricted travel waiver.
- ii. In making a decision under subparagraph i. the Commanding Officer must take into account DI(G) Personnel 25-6, *Conflicts of interest and declarations of interests*, as in force on 6 April 2017.

- c. The travel relates to the member's cultural or religious responsibilities.

Example: The member wishes to undertake the Haj pilgrimage.

- d. Another person has requested the member travel to the restricted destination.

Examples: A wedding or family reunion.

- e. Any other relevant circumstance.

Exception: If the reason is to simply allow a member to take a holiday in a restricted destination, that is not sufficient grounds for an approval decision.

3. The member must include the notification of proposed overseas travel form (AB644), stating the locations that they intend to visit while on leave, with their ADF leave travel restriction waiver application form (webform number AE042).

Note: It is advised that the member should not make any travel arrangements or financial commitments for the travel before approval is given under this Division.

5.2.7 Application process

1. The member must submit their application for a leave travel restriction waiver to their Commanding Officer or Director a minimum of 30 working days before the proposed travel date.

Exception: If it is not possible to apply 30 days in advance of travel, the member must apply as soon as reasonably practicable before the travel.

2. The member's Commanding Officer or Director must take both the following actions with the member's leave travel restriction waiver application.
 - a. Provide reasons for recommending or not recommending the application.
 - b. Forward the application to the Brigadier or equivalent in the member's chain of command.
3. The Brigadier or equivalent must take both the following actions with the member's leave travel restriction waiver application.
 - a. Provide reasons for recommending or not recommending the application.
 - b. Forward the application to the Deputy Chief Joint Operations for consideration.
4. The member's leave decision-maker must not approve the member's leave application before the Deputy Chief Joint Operations has notified them of the decision on the leave travel restriction waiver.

Note: An Australian Public Service employee may make a leave decision but cannot approve a leave travel restriction waiver, it can only be done by the relevant ADF officer.

5.2.8 Grant of a leave travel restriction waiver

1. The Deputy Chief Joint Operations may only approve the member's application for travel to a restricted destination when satisfied that the application is reasonable, and one of the circumstances in subsection 5.2.6.2 applies.

See: Section 5.2.6, Applying for a leave travel restriction waiver

2. In making a decision under this section, the Deputy Chief Joint Operations must also consider all of the following matters.
 - a. Any recommendation from the member's Commanding Officer or Director.
 - b. Any recommendation from the Brigadier or equivalent in the member's chain of command.
 - c. The security and threat circumstances of an area.

Example: The location is in civil unrest and it could endanger the member to be off-duty in that location.

- d. Whether the travel could be approved on any of the following conditions.
 - i. The member must make all reasonable efforts to contact a specified Australian official on arrival in and departure from the restricted location, or at regular intervals while in the location.
 - ii. The member must contact the Australian Embassy in the restricted location if required to pass through customs or immigration in that location.
 - iii. The member must make all reasonable efforts to remain contactable at all times while in the restricted location.
- e. Any other relevant matter.

Example: The restricted location may be one where ADF members are engaged in conflict. It could endanger the member or the mission for an Australian member to be off-duty in that location.

- 3. The Deputy Chief Joint Operations must advise the member's leave decision-maker of the leave travel restriction waiver decision as soon as practicable after it is made.

5.2.9 Leave travel restriction waiver approved

- 1. After a member's leave decision-maker has received notification that the member's leave travel restriction waiver has been approved, the member's leave decision-maker may approve or deny the member's leave on the basis of the member's statement in their notification of proposed overseas travel form (webform number AB644).
- 2. In making the decision under subsection 1 the member's leave decision-maker should have regard to advice issued by any of the following.
 - a. Deputy Chief Joint Operations.
 - b. Department of Foreign Affairs and Trade.

Related Information: The Department of Foreign Affairs and Trade publishes its travel advisories on www.smartraveller.gov.au.

Example 1: The leave decision-maker considers a location where there is a recommendation that Australians reconsider travel. There is no other information that suggests that the member would be at risk and so the decision-maker decides to grant the member leave for travel there.

Example 2: The leave decision-maker notes that there is an active civil conflict in a country and that the travel advice is not to travel in that area. The leave decision-maker decides not to grant the member's application for leave that states the member's intent to travel to the location and provides written reasons why the leave has been denied.

- 3. After a member's leave travel restriction waiver and the accompanying proposed notification of overseas travel form and the member's leave have been approved, the member must do both of the following as soon as practicable.
 - a. Register their travel on the Department of Foreign Affairs and Trade smart traveller web site.
See: www.smartraveller.gov.au
 - b. Register their itinerary on PMKeyS Self Service.

5.2.10 Leave travel restriction waiver not approved

1. If the leave travel restriction waiver is not approved by the Deputy Chief Joint Operations the member's application for leave for proposed overseas travel cannot be granted. The member's leave decision-maker must not approve the leave application.
2. The member may modify their proposed travel and submit a new leave application for approval.

5.2.11 Travel to an unapproved restricted destination

1. If a member travels to a restricted destination that was not considered by the decision-maker in making the grant of leave, then the grant of leave is revoked from the time at which the member enters the restricted destination.

Note: This means that the member ceases to be on authorised leave when they enter a restricted destination without permission from the Deputy Chief Joint Operations to travel to that location.

Exception: The member travels to a restricted destination in either of the circumstances described in subsection 2.

2. The member must notify the Australian Government Representative, Australian Embassy or High Commission in the restricted destination if either of the following circumstances occurs. This notice must be given as soon as practicable.

Note: The member's leave is not revoked under subsection 1 in either of the following circumstances.

- a. The travel to the restricted destination is beyond the member's control.

Example: The member's aeroplane makes an unscheduled stop at an airport in a restricted location for servicing. The member remains in the airport and informs their Commanding Officer on return from leave.

- b. The member travels to the restricted destination on transit and is required to move outside the airport for reasons beyond their control.

Example: The member is on transit at an airport at a restricted destination. The aeroplane the member was to travel on has been grounded and the next available flight is not until the next day. The member is required to leave the airport to stay in a hotel overnight. The member informs their Commanding Officer on return from leave.

5.2.12 Restricted destination allowances and conditions

If a member has travelled to a restricted destination that was approved under this Division, they are not eligible for any allowances or conditions which a member may receive if they were posted or deployed to that destination.

Part 3: Medical absence from duty

5.3.1 Purpose

This Part provides a member with paid time away from duty when they are unfit for health reasons. For a member on continuous service, this time away from duty is a type of leave.

5.3.2 Member this Part applies to

This Part applies to the following members.

- a. A member of the Permanent Forces.

Exception: A member on a flexible service determination during their nonworking period.

- b. A member of the Reserves on a period of continuous full-time service.
- c. Subject to the conditions in section 3.2.13, a member of the Reserves who is unable to work due to an illness or injury arising out of their Reserve duty may be provided with benefits in accordance with section 5.3.5 and 5.3.8.

Note: A Reservist not on a period of continuous full-time service can access the arrangements in this Part only if they meet the additional conditions for eligibility in section 3.2.13. In some cases, the Reservist may be eligible for payment under section 3.2.13.

See: Chapter 3 Part 2 Division 1 section 3.2.13, Reserve member taken to be attending for duty

5.3.3 How to apply for a medical absence

A member must, where it is reasonably practicable, apply for leave to be absent from duty under this Part using Form AD097 – *ADF Leave Application*. The application must contain a Form PM101 – *Medical or Dental Fitness Advice*, if one has been provided.

5.3.4 Medical absence without recommendation from a health professional

1. For the purpose of this section, a supervisor must be at one of these ranks or higher.
 - a. Warrant Officer Class 2.
 - b. APS 4.
2. A member may apply to take a day of leave to be absent from duty as a medical absence without providing a medical certificate for that day, if they provide a statement that they are unfit to work on that day for health reasons.
3. A supervisor may grant a day of medical absence under this section to the member on a day-to-day basis for a maximum of three consecutive days, for a period of illness or injury.

Note: Each day must be granted separately by the supervisor. An aggregated period of several days of medical absence can only be granted under section 5.3.5.

4. In relation to the decision under subsection 3, the supervisor may take any of the following actions.
 - a. The supervisor may make the decision without the advice of an authorised health professional.
 - b. The supervisor may seek advice from an authorised health professional before making the decision.

Note: Personal or health information directly related to the member must not be provided without the consent of the member.
 - c. The supervisor may at any time direct the member to seek assessment by a health professional, in relation to the reason for the leave.

Note 1: If medical absence is granted under this section, the direction is to be taken as a condition on the grant of the medical absence.

Note 2: If medical absence is refused under this section, the direction ensures that the member seeks prompt advice from a health professional, who may recommend a medical absence for the purpose of section 5.3.5.

Example: The member has been granted on day off by their supervisor without seeing a medical practitioner. The member then contacts the supervisor and tells them that the condition has deteriorated and they need another day off. The supervisor directs the member to see a health professional. The direction makes sure that the member has access to health advice to help them manage any health risks.
 - d. The supervisor may decide not to approve the leave.
5. If the member is being treated under a crisis management plan, the supervisor must only approve leave as recommended by a health professional under section 5.3.5.

5.3.5 Medical absence on recommendation from a health professional

1. A supervisor may approve a member's application to be absent from duty for a period of one day or more, having regard to all of the following circumstances.
 - a. The period of leave that the member has applied for.
 - b. Any recommendation of a health professional. This could include recommendations as to the member's care, remaining in a health facility or undertaking follow-up treatment. The supervisor may make the grant of leave conditional on these recommendations being followed.

Example: A member who is considered at risk by a Defence medical officer has the requirement for a carer documented in their crisis management plan. In the carer's absence the member stays in hospital. The supervisor grants the medical absence conditional on the member following this care plan.
 - c. Any other relevant matter.
2. The supervisor may direct the member to seek further assessment by a Defence health professional, in relation to the reason for the leave. The direction may be given at any time in relation to the grant of medical absence.

3. Up to three days of absence can be recommended by a health professional who does not provide services for Defence. If the application relates to an absence of more than 3 days, then the recommendation of a Defence health professional is required to support the application.

Related Information: Regulation 35 of the *Work Health and Safety Regulations 2011* requires Defence to identify risks and hazards and to eliminate or minimise any risks to health and safety.

4...

Notes on disclosure of personal information:

1. A Defence member may provide written consent for health information to be released to specific individuals in their chain of command.
2. If the member's consent is not provided, then information can only be disclosed in accordance with the exemptions to the *Privacy Act 1988*.

5.3.6 Refusal to grant a medical absence

1. If a **health professional** has recommended that a member is unfit for duty, the supervisor may only refuse to grant the member a medical absence for the period of unfitness in either of the following circumstances.
 - a. There are alternate duties available that a health professional has confirmed that the member is fit to perform.

Example: The member is recovering from a knee injury and so cannot perform their normal parachute duty and a health professional has recommended they not perform parachute duty. The health professional certifies that the member is able to perform office duties while they recover.
 - b. There are no alternate duties that the member is fit to perform and the supervisor has performed a written risk assessment setting out how the risks related to the member's attending for duty can be eliminated or minimised, having regard to all of the following.
 - i. The risk to the health of the member.
 - ii. The risk to any other people.
 - iii. The risk to operational requirements of the mission for which the member is performing duty.

- iv. Any relevant requirement to provide medical or dental treatment to the member.

Example: A member taking part in a multinational exercise as the member is recovering from a knee injury and so cannot perform their normal parachute duty. A health professional recommends a period of medical absence, however the supervisor considers that while the member is recovering they can perform administrative duties which are critical to the exercise outcomes. The supervisor consults with a health professional to seek agreement that the member is able to perform office duties. The health professional does not agree that the member is able to perform alternative duties. The supervisor performs a written risk assessment, and decides that any risk of further injury to the member is mitigated. The supervisor refuses to approve the medical absence and tasks the member to carry out administrative duties only.

Note: The risk assessment in paragraph 1.b would require operational imperatives to be weighed against any adverse outcomes to the member or other members resulting from the sick or injured member continuing to work, rather than being placed on medical absence.

- 2. A risk assessment made under paragraph 1.b must document all the following matters.
 - a. The reasons the recommendation for leave was made.
 - b. Any risks to health and safety that may foreseeably arise if the leave is not granted as recommended.
 - c. The work-related activities that may involve an increased risk to health and safety in relation to each of subparagraphs 1.b.i to 1.b.iv.
 - d. Consultation between the supervisor and the health professional who has recommended the member's leave, or with a Defence medical officer.
- 3. A copy of a risk assessment made under paragraph 1.b must be provided to the supervisor's Commanding Officer as soon as practicable after it has been made.

Note 1: The Commanding Officer may provide a copy of the risk assessment to the Senior Medical Adviser at the regional Defence Health Facility. Information drawn from the assessment may be used at the officer level across Defence to minimise or eliminate risk, consistent with the notes on disclosure of personal information above.

Note 2: Supervisors and Commanding Officers must be aware of their responsibilities to act in accordance with the *Work Health and Safety Act 2011*, including the potential for personal liability should a decision not to follow the advice of a health professional lead to further illness, injury, aggravation of injury, medical complication or death.

5.3.7 Granting a medical absence without an application form

1. A supervisor may grant a period of leave under section 5.3.4 or section 5.3.5 for a member who has not made a formal application, if both the following conditions are met.
 - a. The supervisor has regard to any statement from the member, a person who is responsible to care for the member while they are unfit for duty, or a health professional.

Note: An absence of more than three days should only be approved with the recommendation of a Defence health professional.

See: Subsection 5.3.5.3, Medical absence on recommendation from a health professional
 - b. The supervisor is satisfied that the member is unable to formally apply for leave to be absent under this Part within a reasonable period due to their unfitness for duty.
2. If a supervisor grants leave without a formal application from the member, they must create a record of the grant of leave, in accordance with the process set out in section 5.3.8.

5.3.8 Administrative requirements for granting a medical absence

1. When a supervisor under this Part has made a decision to approve or refuse a member a medical absence, they must notify the member or their nominated representative of the decision as soon as possible and take the relevant action in the table.

Item	If a member has applied...	then the decision-maker must...
1.	in writing on an application form Related Information: Form AD097 – ADF leave application Form PM101 – Medical or dental fitness advice	a. sight any relevant certificate from a health professional; and b. give the decision to the member's unit, which must record the member's medical absence in PMKeyS and file the relevant Form AD097 and Form PM101 (if provided) in the member's leave folder.
2.	and the supervisor refuses to approve the grant of leave under section 5.3.6	give the application, any risk assessment relating to the refusal and a copy of the decision to their Commanding Officer.
	If the member cannot apply for leave...	then the decision-maker must...
3.	using a form described in item 1 above within a reasonable period	record any decision to grant leave and give the decision to the member's unit, which must record the member's medical absence in PMKeyS and file any subsequent Form AD097 in the member's leave folder.

2. If the supervisor considers the member to be at risk of self-harm and a crisis management plan is not in place, the supervisor must direct the member to seek advice from a health professional.

5.3.9 Payment of salary and allowances on a medical absence

1. Any salary, allowance or benefit for which a member was eligible for immediately before a medical absence may continue to be paid during the medical absence as long as the member continues to meet conditions required for eligibility, other than attending for duty.

Exception: A member of the Reserves who is eligible for salary during a medical absence under section 3.2.13 is only eligible for salary and travel approved under section 9.2.25. The member is not eligible for Reserve allowance for the period of the medical absence.

See:

Chapter 3 Part 2 Division 1 section 3.2.13, Reserve member taken to be attending for duty
Chapter 9 Part 2 Division 5 section 9.2.25, travel during a medical absence

Example: Rent allowance continues to be payable to a member of the Permanent Forces who has been living in a rented house and benefitting from regular rent allowance.

2. To avoid doubt, if the rates of a benefit or contribution that the member is eligible for while on a medical absence change, that change applies in relation to the member.
3. A member may cease to be eligible for an allowance or benefit during a period of medical absence if they cease to meet a condition required for eligibility, other than attending for duty.
4. A member's medical absence is conditional on the member only engaging in paid work outside the ADF (as an employee, under a contract or otherwise) if that external work is part of an ADF-approved convalescence or career transition activity.
5. An absence ceases to be a medical absence if the condition in subsection 4 is not met by the member. No salary or allowances are payable under this Part for the absence and the absence may be an absence without leave.

Related Information: Section provides that other forms of leave may not be available if the member is unfit for duty.

5.3.10 Interaction between medical absence and other forms of leave

1. A member who could reasonably apply for a medical absence because they are unfit for duty must apply for that type of leave and not another form of leave.
2. A member who is being actively managed on a crisis management plan may access leave under this Part only and must not be required to access their recreation leave or other accrued leave credit while the crisis continues.
3. If the member is on recreation leave or long service leave at the time they become unfit for duty, the member may apply for a medical absence. If a day of medical absence is granted, the member is to be recredited for the day of recreation or long service leave credit. In effect the medical absence substitutes for the day of recreation or long service leave.

See:

Part 4 Division 7 section 5.4.35, Re-credit of recreation leave
Part 5 Division 2 section 5.5.12, Re-credit of long service leave

Note: Other rules for recredit of leave for cancellation or recall from leave do not apply in this situation, only the amount of leave credit is returned to the member.

Exception: If the member is on a period of **unpaid leave** and claiming pay by accessing any form of accrued leave credit, no recredit of the leave is available for the period of the member's illness or injury. This is because the member's absence is approved as unpaid leave and the accruable form of leave (recreation or long service leave) is being used to supplement the member's income during the period. A period of medical absence is taken not to interrupt the unpaid leave.

Example: The member attends for treatment at an ADF health facility during a period of maternity leave. The member receives the required treatment but it does not interrupt the maternity leave, or any arrangements the member has made to use recreation leave credits to extend the period of payment they are eligible for during the maternity leave.

5.3.10A ...

5.3.11 Travel for medical purposes

Travel costs may be provided in the following circumstances, to assist with medical needs.

- a. If a member must travel to an appointment relating to a medical or dental condition for which treatment is provided under section 49 of the *Defence Regulation 2016*, they may be provided with Commonwealth assistance to pay the travel costs. The costs are payable as if the trip was duty travel and any means of travel recommended by a health professional were the most economical means of travel.

Note: The travel is normally organised by the member's unit.

Related Information: Information about the costs payable for duty travel is in Chapter 9 Part 5, Payment of travel costs.

- b. If a member leaves hospital to recover or waits to return to hospital, they may be provided with travel costs under section 9.2.25 if a Defence health professional considers that the travel is necessary to assist the member's recovery.

Example: The member has limited mobility and cannot manage the stairs in their living-in accommodation. Travel costs are approved under section 9.2.25 for the member's journey to temporary accommodation that has no stairs while the member recovers.

- c. The CDF may approve other travel costs if satisfied that the senior medical advisor in the member's region recommends the travel as in the best interests of the member's recovery.

Related Information: Benefits such as assistance with travel costs may also be provided in relation to a member's dependants.

See: Chapter 9 Part 2 Division 5 section 9.2.26, Specialist medical or dental treatment for dependants in remote locations

Part 4: Recreation leave

5.4.1 Purpose

This Part has these purposes.

- a. To set out these conditions of service for a member.
 - i. The accrual of recreation leave credits each fortnight.
 - ii. The conditions on which a period of recreation leave may be granted to a member.
- b. To encourage commanding officers and members to manage recreation leave effectively.

5.4.2 Contents

This Part includes the following Divisions.

Division 1	Purpose, eligible members and definitions
Division 2	Basic recreation leave
Division 3	Additional recreation leave
Division 4	Extra recreation leave
Division 5	Purchased recreation leave
Division 6	Additional recreation leave for training ('trainee leave')
Division 7	Administration and payment for recreation leave
Division 8	Payment or transfer of recreation leave credit
Annex 5.4.A	Remote locations within Australia – additional recreation leave

Division 1: Purpose, eligible members and definitions

5.4.3 Purpose

Recreation leave allows a member time to rest for a substantial period each year or to attend to personal matters. A period of leave should help them remain efficient and effective in their duties.

5.4.4 Members this Part applies to

1. This Part applies to a member on continuous full-time service, and includes the CDF.
2. Despite subsection 1, in any period when a person holds one of the following statutory offices, only the rules about leave in Divisions 7 and 8 apply.
 - a. The Vice Chief of the Defence Force.
 - b. A Service Chief.

Note: The crediting and accrual of leave for these officers is provided in Remuneration Tribunal Determinations.

5.4.5 Members this Part does not apply to

This Part does not apply to a member who meets any of these criteria.

- a. They are undertaking a term of medical residency or a postgraduate internship at a hospital.
- b. They are on Reserve service.
- c. They are on non-effective service.

5.4.6 Definitions

This table defines terms used in this Part.

Term	Definition in this Part
Leave year	The 12 months from 1 July to 30 June.
Non-effective service	A period of more than 24 hours when the member is in any of these situations. <ol style="list-style-type: none">a. On unpaid leave.b. Absent without leave.c. Suspended, on detention or in prison immediately before a conviction.d. On detention or in prison after a conviction.e. On a nonworking period.

Term	Definition in this Part
Start date	<p>a. For a period of recreation leave: the first day of the member's absence.</p> <p>b. For payment instead of recreation leave to the member: the earliest of these dates.</p> <ul style="list-style-type: none"> i. The day the member begins career transition training. ii. The day they are transferred to a transition centre. iii. The day they begin a period of recreation leave or long service leave that is immediately before they cease continuous full-time service. iv. The day they cease continuous full-time service. <p>Note: This definition refers to when the eligibility for payment arises. The actual payment takes longer.</p>

Division 2: Basic recreation leave

5.4.7 Purpose

This Division sets out basic recreation leave entitlements and conditions.

5.4.8 Basic recreation leave credit

1. A member may accrue up to a maximum credit of 20 days basic recreation leave a year.
2. Leave credit accrues fortnightly and is credited on each payday.
3. A member's fortnightly leave credit is calculated using the following formula.

$$\text{fortnightly leave credit} = (10 - NEF) \times \frac{\text{max}}{260}$$

Where:

NEF is days of non-effective service in the fortnight.

max is 20, being the annual maximum for additional recreation leave.

Division 3: Additional recreation leave

5.4.9 Purpose

A member may be credited with additional recreation leave to compensate for the effects of service over time, in any of these situations.

- a. When serving at sea.
- b. In the field.
- c. In military flying and flight duties.
- d. In special activities.
- e. In a remote location.
- f. Duty assigned to a non-warlike deployment.

5.4.10 Definitions

This table defines terms used in this Division.

Term	Definition
Field service	The same meaning as in DFRT Determination No. 11 of 2013, <i>ADF allowances</i> . See: Chapter 4 Part 2 Part B Division B.13, Field allowance
Flight duties	Has the same meaning as set out in DFRT Determination No. 11 of 2013, <i>ADF allowances</i> . See: Chapter 4 Part 2 Part B Division B.7, Flying disability allowance.
Special service	Means service performed in either of the following circumstances. <ol style="list-style-type: none">a. For the purposes of Division B.12 in DFRT Determination No. 11 of 2013, <i>ADF Allowances</i>.b. For the purposes of Division B.14 in DFRT Determination No. 11 of 2013, <i>ADF Allowances</i>.

5.4.11 How additional leave accrues

1. Sections 5.4.13, 5.4.14, 5.4.15 and 5.4.16 set out how additional recreation leave for sea service, field service, flying duty and special service accrues.
2. Additional recreation leave credit that a member accrues under section 17.7.19 is subject to the general administration and payment rules set out in Division 7 of this Part. It is not subject to the limit set out in subsection 4 of this section.

3. A member may not be credited with a rate of additional recreation leave until they are eligible for the allowance that the leave is conditional upon.

Example: A member does not become eligible for field allowance until they have been in the field for two days. Once they become eligible for the allowance, they would be credited with additional recreation leave for field service. The credit would begin to accrue from the first day that the member gets the allowance.

Related Information: Additional recreation leave accrual is based on eligibility for a disability allowance described in sections 5.4.13, 5.4.14, 5.4.15 and 5.4.16. It is not based on entitlement or payment of those allowances.

4. If a member would be entitled to accrue credit for more than one type of additional recreation leave for sea service, field service, flight duties or special service on the same day, then they are taken to accrue only the highest of the accrual rates that would apply to them that day.

Example 1: Additional recreation leave accrues at a rate of 10 days a year when a member is on an annual rate of accrual. Additional recreation leave accrues at the higher rate of one day of leave for every 10 days of duty when a member is on an 'on-occurrence' (daily) rate of accrual.

A member could be eligible to get an annual and an 'on-occurrence' rate of additional recreation leave credit under sections 5.4.13, 5.4.14, 5.4.15 or 5.4.16, for the same day. Instead of getting both amounts, the member would get the credit at the on-occurrence (daily) rate only, because it is the higher of the two rates.

Example 2: A member may perform flight duties for a 10-day period while they are posted to a ship. During those 10 days, the member accrues one day of additional recreation leave for flight duties (the daily rate of accrual), instead of their usual annual rate of accrual for sea service.

5. An item in this Division that refers to an allowance determined under section 58H of the *Defence Act 1903* is taken to include any predecessor (however described) to that allowance.

5.4.12 Maximum annual credit for sea service, field service, flight duties and special service

1. This section applies to a member who accrues an additional recreation leave credit under sections 5.4.13, 5.4.14, 5.4.15 and 5.4.16.
2. When the member accrues 10 days additional leave credit in a leave year under the sections mentioned in subsection 1, no more credit accrues under those sections for the rest of the leave year.

Example: A member accrues five days of additional recreation leave credit for flight duties under section 5.4.15. They then accrue five days of additional recreation leave credit for sea service under section 5.4.13. They have accrued 10 days' additional recreation leave credit. This is their maximum for the leave year. The member will not accrue any further credit for the eligible service they perform under sections 5.4.13, 5.4.14, 5.4.15 and 5.4.16, for the rest of the year.

5.4.13 Sea service

1. This section applies to a member who meets the eligibility conditions for a rate of maritime disability allowance.

See: DFRT Determination No. 11 of 2013, *ADF Allowances*, Division B.9, Maritime disability allowance

2. If a member is eligible for a daily rate of maritime disability allowance, the member accrues a credit of 0.1 of a day of additional recreation leave for each day.
3. If a member is eligible for an annual rate of maritime disability allowance, the member's fortnightly additional leave credit is calculated using the following formula.

$$\text{fortnightly additional leave credit} = (10 - NEF) \times \frac{\text{max}}{260}$$

Where:

NEF is the number days of non-effective service that occurs on a weekday in the fortnight.

max is 20, being the annual maximum for additional recreation leave.

Note:

1. Section 5.4.12 limits the amount of additional recreation leave credit that can be accrued under this Part.
2. Special rules apply to a member who is eligible for two or more allowances. See subsection 5.4.11.4.

5.4.14 Field service

1. This section applies to a member who meets the eligibility conditions for a rate of field allowance.

See: Chapter 4 Part 2 Division B.13, Field allowance

2. If the member meets the eligibility conditions for a rate of field allowance, then for each day on which they are eligible they accrue a credit of 0.1 of a day of additional recreation leave.

Notes: This rule may be modified by other rules.

1. Section 5.4.12 limits the amount of additional recreation leave credit that can be accrued under this section.
2. Special rules apply to a member who is eligible for two or more allowances. See subsection 5.4.11.4.

Example 1: A member receives the daily rate of special forces disability allowance for 10 days. They then receive field allowance for 10 days. They will have accrued the allowances over 20 days. They will be entitled to two days of additional recreation leave.

Example 2: A member is entitled to field allowance for 100 days between 1 July and 30 March. They accrue 10 days of additional leave for it. They get field allowance for a further 20 days from 30 March to 30 June. They do not accrue any more leave for those 20 days.

5.4.15 Flight duties

1. This section applies to a member who meets the eligibility conditions for a rate of flying disability allowance.

See: DFRT Determination No. 11 of 2013, *ADF Allowances*, Division B.7, Flying disability allowance

2. If a member is eligible for a daily rate of flying disability allowance, the member accrues a credit of 0.1 of a day of additional recreation leave for each day.
3. If a member is eligible for an annual rate of flying disability allowance, the member's fortnightly additional leave credit is calculated using the following formula.

$$\text{fortnightly additional leave credit} = (10 - NEF) \times \frac{\text{max}}{260}$$

Where:

NEF is the number days of non-effective service that occurs on a weekday in the fortnight.

max is 10, being the annual maximum for additional recreation leave.

Note:

1. Section 5.4.12 limits the amount of additional recreation leave credit that can be accrued under this Part.
2. Special rules apply to a member who is eligible for two or more allowances. See subsection 5.4.11.4.

5.4.16 Special service

1. This section applies to a member who meets the eligibility conditions for a rate of any of the following allowances.

- a. Special Forces disability allowance.

See: DFRT Determination No. 11 of 2013, *ADF Allowances*, Division B.12

- b. Clearance diver allowance.

See: DFRT Determination No. 11 of 2013, *ADF Allowances*, Division B.14

2. If a member is eligible for a daily rate of Special Forces disability allowance or clearance diver allowance, the member accrues a credit of 0.1 of a day of additional recreation leave for each day.
3. If a member is eligible for an annual rate of Special Forces disability allowance or clearance diver allowance, the member's fortnightly additional leave credit is calculated using the following formula.

$$\text{fortnightly additional leave credit} = (10 - NEF) \times \frac{\text{max}}{260}$$

Where:

NEF is the number days of non-effective service that occurs on a weekday in the fortnight.

max is 10, being the annual maximum for additional recreation leave.

Notes:

1. Section 5.4.12 limits the amount of additional recreation leave credit that can be accrued under this Part.
2. Special rules apply to a member who is eligible for two or more allowances. See subsection 5.4.11.4.

5.4.17 Service in a remote location

1. This section applies to a member who must perform duty in a remote location – that is, a location in Australia that is harsh or remote. Remote locations are listed in Annex 5.4.A.

Notes:

- a. Additional recreation leave credit for service at overseas hardship location is authorised by the following.
 - i. Chapter 16 Part 3 and Annex 16.A, for members posted before 1 July 2017.
 - ii. Chapter 16 Part 3A, for members posted on or after 1 July 2017.
 - b. Additional recreation leave credit for members on non-warlike service is authorised by Chapter 17 Part 7 Division 3.
 - c. A member with dependants (unaccompanied) does not accrue additional recreation leave for dependants living in a remote location.
2. The member is entitled to an additional recreation leave credit if they serve in one or more remote locations for a continuous period of at least 30 days.
 3. The fortnightly additional recreation leave credit under this section is calculated using the following formula.

$$\text{fortnightly additional leave credit} = \frac{\text{max}}{365} \times (RL - NEF)$$

Where:

max is the maximum benefit set out in Annex 5.4.A for the remote location.

RL is the number of days in the remote location.

NEF is number of days of non-effective service days in the remote location.

4. A member's entitlement to accrue an additional recreation leave credit for service in a remote location ends when either of these events happens.
 - a. The member is absent from the location for a period of more than 30 days.
 - b. The member goes on a posting to another location.

Division 4: Extra recreation leave

5.4.18 Purpose

Extra leave gives a member time for rest after they perform arduous or prolonged duty for which no other leave has been granted.

5.4.19 Member this Division does not apply to

This Division does not apply to a member for service on a warlike or non-warlike deployment.

See: Chapter 17 Part 7 Division 3, Non-warlike deployments – additional recreation leave

5.4.20 Eligibility

1. The CDF may credit a member up to five days of extra recreation leave for service in a leave year. The CDF must be satisfied that they meet all the following criteria.
 - a. They performed duty outside their normal hours of duty.
 - b. They were not given additional pay or time off duty to compensate for the additional duty. Time off duty includes short absence.
 - c. The CDF must also be satisfied that the additional duty meets either of these criteria.
 - i. It was more difficult than the member's normal duty.

Example: A member has to perform a difficult repair to a boiler. The member has to work in an uncomfortable position at high temperature. The task is unpleasant and exhausting.
 - ii. It could not have been performed in the member's normal hours of duty.
2. Leave under this section may be credited at either of these times.
 - a. During the leave year, after a period of extra duty described in subsection 1.
 - b. As soon as practicable after the end of that leave year.

Division 5: Purchased recreation leave

5.4.21 Purpose

Purchased recreation leave allows a member to increase the amount of recreation leave credit available to them. The member must pay the cost of the purchased recreation leave.

5.4.22 Application to purchase recreation leave

1. A member may apply to purchase recreation leave credits.

Exception: A member cannot apply to purchase leave credits in a period when they are on any of the following kinds of service.

- a. Warlike service.
- b. Non-warlike service.
- c. Foreign service, as defined by section 23AG (7) of the *Income Tax Assessment Act 1936*, which could reasonably be expected to be exempt from tax under sub-section 23AG of the *Income Tax Assessment Act 1936*.

Note: To qualify for the tax exemption, a member must be engaged in foreign service for a continuous period of not less than 91 days.

2. Recreation leave credits are purchased in hourly increments. Eight hours of purchased recreation leave credits is the equivalent of one full day of leave.

See: Subsection 5.4.24.3, Payment, for how the payment of purchased recreation leave is calculated.

3. A member must apply to purchase recreation leave credits using form AE428, *ADF – Request to Purchase Recreation Leave*.

4. The maximum amount of recreation leave credits a member may purchase in a financial year is 20 days.

Note: The maximum amount is not reduced for a member on a flexible service determination.

5. At the time of purchase, the amount of recreation leave credits that can be purchased by the member is reduced by each day the sum of the following exceeds 40 days.

- a. The member's basic recreation leave credit.
- b. The member's additional recreation leave credit.
- c. The member's extra recreation leave credit.

Note: At the time of purchase a member must have regard to the maximum permitted number of days set out in subsection 4 above.

Examples:

1. A member's total recreation leave credit balance is 48 days. The 20 days of purchased recreation leave the member may purchase in a financial year is reduced by 8 days (the amount over 40). The maximum amount the member may purchase is 12 days (20 – 8).

2. A member has purchased 20 days in the current financial year and wants to purchase more. The member has to wait until the next financial year.

5.4.23 Approval to purchase recreation leave

1. In this section a supervisor means a person in the member's chain of command, at the following rank or APS classification, or higher.
 - a. Major.
 - b. APS 6.
2. A member and their supervisor must discuss a member's application for purchased recreation leave before it is approved. The supervisor must ensure the member understands they will be using their salary and Service allowance to pay for the purchased recreation leave credit.
3. The supervisor must consider whether operational requirements are likely to prevent the member to be granted the full amount of purchased recreation leave.

5.4.24 Payment

1. A member who has been approved to purchase recreation leave credits must pay the cost of those leave credits.
2. The member's fortnightly payment is calculated using the table in subsection 3.

Note: The payment reduces the member's gross income.
3. The following table shows how to calculate a member's fortnightly payment.

Step	Action
1.	Add the member's annual salary and Service allowance. Notes: 1. Other allowances such as higher duties allowance, are not included. 2. The amount in this step may change in the event of promotion, demotion or increases to salary or Service allowance.
2.	Convert the outcome of Step 1 to a daily pay rate by dividing it by 365.
3.	Convert the outcome of Step 2 to an hourly rate by dividing by 8. Note: The rate is based on one full day of leave being equivalent to 8 hours.
4.	Multiply the outcome of Step 3 by the number of hours of leave that the member has been approved to purchase.
5.	Divide the outcome of Step 4 by the number of pay periods over which the member elected to make payments.
6.	The outcome of Step 5 is the amount of the member's payment for each of the pay periods in their application.

4. The amount of the payment is not reduced if the member is on a flexible service determination.

Note: If a payment is required by the member during a nonworking period, see Chapter 1 Part 5 section 1.5.4A, Contributions and payments payable by a member not receiving salary.

5.4.25 Credit of purchased recreation leave

1. This section applies to a member whose application is approved under this Division.
2. Purchased recreation leave credits are credited to the member on the same payday the payment for the leave is deducted from the member's pay.
3. The amount the member is credited each fortnight is calculated in accordance with the following table.

Step	Action
1.	Find the total number of hours of recreation leave credits that was approved to be purchased.
2.	Divide the outcome of Step 1 by the number of pay periods over which the member elected to pay for those hours.
3.	The outcome of Step 2 is the amount of leave credits (in hours) the member is credited each pay period.

4. A member is able to apply to use recreation leave credits as soon as it has been credited.

Example: A member chooses to purchase 96 hours of recreation leave, over 12 pays. The member is credited 8 hours of purchased recreation leave, at the same time the payment for those 8 hours is deducted from their pay, on each of the 12 paydays. The member is able to apply to use the leave as soon as it is credited.

5.4.26 Cancellation to the amount of purchased recreation leave

1. A purchased recreation leave arrangement will be cancelled from the time a member is on any of the following kinds of service.
 - a. Warlike service.
 - b. Non-warlike service.
 - c. Foreign service, as defined by section 23AG (7) of the *Income Tax Assessment Act 1936*, which could reasonably be expected be exempt from tax under sub-section 23AG of the *Income Tax Assessment Act 1936*.
2. A member may make a fresh application to purchase recreation leave when they are no longer on a type of service under subsection 1.
3. The member may cancel their purchased recreation leave arrangement made under section 5.4.24 if the arrangement was approved by their supervisor on or after 10 August 2017.

Note: A purchased recreation leave arrangement cancelled under this section does not affect recreation leave already purchased.

5.4.26A Administration of purchased recreation leave

1. A purchased recreation leave credits are administered in accordance with Division 7.

See: Division 7, Administration and payment for recreation leave

2. Purchased recreation leave credits cannot be sold back to the Commonwealth. This may also be known as cashing out.

Note: Unused purchased recreation leave credits may form part of a member's payment instead of recreation leave, on ceasing continuous full-time service.

See: Division 8 section 5.4.43, Payment or transfer of leave credit.

Division 6: Additional recreation leave for training ('trainee leave')

5.4.27 Purpose

Additional recreation leave for training is for a member who must take a break from a course and who does not have enough recreation leave credit to cover the absence. The leave is sometimes called trainee leave.

5.4.28 Member eligible for trainee leave

1. This section applies to a member who meets all of these conditions.
 - a. They are required by their Service to attend a training course, or a series of courses.
 - b. They are not required to attend the course during a course break.
 - c. They do not have enough recreation leave to cover the period of the course break.
2. The member is able to take trainee leave for the period of the course break not covered by recreation leave.

Example: A member has two days of recreation leave credit. They do a course of training that involves a five-day course break. They can take two days of recreation leave and three days of trainee leave to cover the absence.

3. Recreation leave credits must be used before trainee leave may be granted.

Example: A member begins a course of training with a recreation leave credit of 10 days. They must use that credit before they can get trainee leave for a course break.

5.4.29 Member on a flexible service determination

A member on a flexible service determination may only be granted trainee leave for a period in the member's pattern of service.

Division 7: Administration and payment for recreation leave

5.4.30 Purpose

This Division sets out how recreation leave may expire or be re-credited. It also provides other recreation leave administration rules.

See: Division 8, Payment or transfer of recreation leave credit

5.4.31 Conditions of granting of leave

1. A member must not be granted recreation leave if they do not hold enough leave credit for the period of the absence. The date for working out credits is the day the member proposes to return from the leave. The member must return with a nil or positive leave credit.

2. There are time limits for taking leave credits.

See: Section 5.4.34, Expiration of recreation leave credits ('leave lapsing')

3. Leave can only be granted for the following periods.

- a. Whole days of a single leave type.
- b. Whole days made up of a part-day of recreation leave credit and a part-day of war service leave credit.
- c. For a member on a flexible service determination – for the days of the member's pattern of service.

See: Subsection 5.4.33.3, Grant of recreation leave

4. A senior officer who transitioned may be granted no more than a total of two weeks of recreation leave during their transition period.

5.4.32 Recreation leave management

1. As part of their responsibility to manage leave, commanding officers must take all practical steps to do both the following.
 - a. Identify times when operational requirements would allow members to apply for and be granted leave.
 - b. Inform members of these opportunities.
2. Commanding officers must consider the merits of each application from a member to use their recreation leave credits.

5.4.33 Grant of recreation leave

1. A supervisor in the member's chain of command may grant recreation leave in accordance with the following.
 - a. If the member is on a flexible service determination and the pattern of service for the leave day is less than 8 hours — leave is granted for the period of the duty specified in the member's flexible service determination for that day.
 - b. If the recreation leave credit is less than a full day and is taken with another type of leave credit to make a full day — leave is granted for the period of recreation leave credit that is less than 1 day.
 - c. In all other cases — leave is granted for whole days.
2. For the purposes of subsection 1, a supervisor must be at one of the following ranks or higher.
 - a. Warrant Officer Class 2.
 - b. APS 4.
3. If a supervisor has made a decision to grant or refuse leave, they must notify the member of the decision as soon as possible and must do one of the following.
 - a. If the member applied electronically on PMKeyS Self Service — the supervisor must approve or deny the application on PMKeyS Self Service.
 - b. If the member applied in writing on an application form — the supervisor must give the member's original application and a record of their decision to the relevant administrator.
4. If a member has a part-day of recreation leave credit and a part day of war service leave credit that total at least one full day of leave, the following actions may be taken.
 - a. The member may apply to take a part-day of war service leave and a part-day of recreation leave, that form a combined total of one day of leave.
 - b. The member may keep any remaining part-day of leave credit that exceeds the total of one day as credit for future use.

Related Information: Part 8, War service leave.

5.4.33A Leave credits

1. A member's leave credits are reduced by the number of days for which recreation leave is granted.
Note: This may include a part day.
2. A grant of recreation leave reduces a member's combined recreation and war service leave credit balances in the following order.

Item	Leave type
1.	War service leave credits. See: Part 8 subsection 5.8.6.1, War service leave and other leave.
2.	Purchased recreation leave credits. See: Division 5, Purchased recreation leave.
3.	Recreation leave credits, including extra recreation leave, additional recreation leave, and basic recreation leave.

5.4.34 Expiration of recreation leave credits ('leave lapsing')

1. A member's leave lapses in accordance with the following table, but not before the last pay day of the leave year commencing 1 July 2018.

Item	Leave	Expiration time
1.	For leave that accrued up to 30 June 2016	Recreation leave expires three years after the end of the leave year in which the member accrued it.
2.	For leave that accrues on or after 1 July 2016	If a recreation leave credit that is more than 90 days on the lapsing date, then the amount of recreation leave credit that exceeds 90 days expires on the lapsing date. The lapsing date is the last payday before 30 June in the relevant year.

2. The CDF may defer the expiration of the member's leave credit by an additional year. The CDF must be satisfied that leave could not to be granted because the Commanding Officer needed the member to stay on duty to meet Service needs during the previous three years.
3. The CDF may defer the expiration of the credit for a member more than once.

Example: The CDF has deferred a member's leave credit once, but the member has to deploy immediately because their special skills are needed for an operation. They cannot take any recreation leave in the following year because of their duty in the operation. In this case, they can ask the CDF to delay the expiration of their leave credit again. However, the rules about payment or transfer instead of leave would still apply to the accrued leave credit – see Division 8, Payment or transfer of recreation leave credit.

4. For the purposes of this section, decisions about the CDF's own recreation leave may be made by the Minister.

5. A member who holds a statutory appointment and who applies to have their recreation leave credit deferred and treated as recreation leave under this Part, is not eligible to have the leave credited as special leave under Part 9 Division 4, Special leave for private purposes.

Note: Part 9 Division 4 only applies to the CDF, the VCDF and Service Chiefs.

5.4.35 Re-credit of recreation leave

1. A member may be re-credited a period of recreation leave if they meet all these conditions.
 - a. They go on recreation leave.
 - b. Illness or injury has made them unfit for duty for at least 24 hours during the leave period.
 - c. They provide a doctor's certificate stating they were unfit for duty for the period of illness or injury.

Example: A member is on recreation leave and gets influenza. The doctor advises they are unfit for duty for three days. The member can be re-credited the working days that fall in that three-day period.

Non-example 1: A member attends a medical appointment to get a prescription refilled while on leave. This takes much less than 24 hours, and in that time the member is not unfit for duty. The member is not eligible to have their recreation leave re-credited.

Non-example 2: A member attends a fitness assessment while on leave. They are not ill, are not formally recalled from leave, and attend for only a short period. The member is not eligible to have their recreation leave re-credited.

2. A member on recreation leave may be re-credited any day's leave that was granted which they did not take if either of the following happens.
 - a. They are formally recalled to duty from the leave for operational reasons, for not less than one day.
 - b. The member wishes to return to duty early. Management accepts the return to duty.

Note: The member's unit must pay the costs of any recall to duty.

See: Part 13, Cancellation of, or recall from, leave

- c. They die.

Example 1: A member is recalled to duty for operational reasons. They are re-credited the recreation leave they did not take between the formal recall and the end of the leave period they would otherwise have taken.

Example 2: A member dies two weeks before they were due to return to duty from recreation leave. The two weeks of leave are re-credited so the member's entitlements can be paid to their estate.

See: Chapter 11 Part 3, Payment of financial entitlements on death

5.4.36 Salary for recreation leave

1. A member on recreation leave is paid salary at the rate that applies for their substantive rank, and their pay grade if it applies.
2. A member may hold a temporary or acting rank immediately before their start date. In this case, they are paid salary on leave at the rate for the higher rank, and their pay grade if it applies. The direction to perform at the higher rank must not have been revoked for the period the member is on leave.
3. Special arrangements apply to the payment of higher duties allowance on recreation leave.

See: Chapter 4 Part 1 Division 3 section 4.1.33, Member on leave

4. In addition to subsection 1, a senior officer who transitioned is to be paid an amount calculated using the following formula for each day of recreation leave paid.

$$\text{amount payable} = A - B$$

Where:

- A** is the daily rate of salary that applied to the senior officer immediately before becoming a senior officer who transitioned.
- B** is the daily rate of salary that applies to the senior officer during the transition period.

5.4.37 Payment of allowances on recreation leave

1. If a member is eligible for payment of any annual allowance under DFRT Determination No. 11 of 2013, *ADF Allowances*, and section 5.1.2A before they start their leave, they are eligible to be paid the relevant allowances during their leave.

See: Part 1 section 5.1.2A, Salary and allowances during leave

2. If a member was eligible for an allowance under section 5.1.2A for a period before, but not on, their last day of duty before commencing leave, they may be eligible for the allowance if they meet any of these criteria for the period between their previous benefit and the start date.
 - a. They were on travelling leave.
 - b. They were ill or in hospital.
 - c. They could not take recreation leave because they had to remain on duty.
 - d. For an officer — they were involved in retirement proceedings that resulted in their retirement from the ADF because they were physically or mentally incapacitated.
 - e. For a member other than an officer — they were involved in discharge proceedings that resulted in their discharge from the ADF because they were medically unfit.
3. ...
4. On any day that an amount of allowance under either DFRT Determination No. 11 of 2013, *ADF Allowances*, or this determination is included in a member's salary, the member is not to be paid that allowance amount under this section.

Authority: A member's salary is determined under section 58H of the *Defence Act 1903*.

5.4.38 Member seconded or attached for duty

1. This section applies to a member who is seconded or attached for a period of duty with any of these bodies.
 - a. The armed forces of a country other than Australia.
 - b. The United Nations.

Exception: A member who is subject to the rules under Chapter 12 Part 4 Division 2, Member remunerated by the ADF.

- c. A treaty organisation.
 - d. A Commonwealth Government department (other than the Department of Defence).
 - e. Any other body established or constituted under a law of the Commonwealth or a State or Territory. This does not include an external Territory.

Example: A member who is placed for a period as a resident medical officer at a civilian hospital.

2. The member must accept the recreation leave entitlement authorised by the body they have been seconded or attached to for their period of duty with it. The member is not entitled to recreation leave under this Part for that period, except as provided by subsection 3.
3. The body may give the member less recreation leave credit or additional credit than they would get if they were entitled to credit under this Part. In that case, they are entitled to an additional leave credit to bring them up to the entitlement that would have applied to them under this Part, as if the period of secondment or attachment had been service with the ADF.

5.4.39 How to apply for leave

1. A member must apply for leave using either of the following processes.
 - a. PMKeyS Self Service.
 - b. Form AD097 – ADF leave application, located on webforms.

Exception: If interim verbal approval of leave is granted, the member must still apply under subsection 1.

2. One leave application may be used for multiple types of leave. However, if different approving authorities are required to sign for the different types of leave (for example recreation leave, long service leave and leave without pay), separate leave forms must be used for each type of leave.

Division 8: Payment or transfer of recreation leave credit

5.4.40 Purpose

This Division sets out how recreation leave may be paid out or transferred to another Commonwealth entity instead of taken when a member ceases continuous full-time service.

5.4.41 Member this Division applies to

This Division applies to a member who ceases continuous full-time service, and includes the CDF.

Note: If the member has died, this Division is only used to work out the amount of payment due. The provision for payment is set out in section 1.6.4.

See: Chapter 1 Part 6 section 1.6.4, Payment of amounts on death of a member

5.4.42 Definitions

The following definitions apply in this Division.

Term	Definition in this Division
Accrued leave credit	Means the sum of leave credit accrued from the following types of accruable leave (measured in days). a. Additional recreation leave. b. Overseas additional recreation leave c. Basic recreation leave. d. Extra recreation leave. e. War service leave. Notes: 1. It does not include accrued long service leave. 2. Purchased recreation leave is not included. See definition for purchased recreation leave credit.
Commonwealth entity	Means a Commonwealth entity for the purposes of the <i>Public Governance, Performance and Accountability Act 2013</i> as in force from time to time. See: Section 10 of the <i>Public Governance, Performance and Accountability Act 2013</i>
Daily rate of salary	Means the daily rate of salary and Service allowance calculated under subsection 5.4.46.1
Daily rate of salary and allowances	Means the daily rate of salary and allowances calculated under subsection 5.4.46.2.

Term	Definition in this Division
Purchased recreation leave credit	<p>Means a member's unused purchased recreation leave credit measured in days.</p> <p>The hourly rate (under Division 5) is converted to a daily rate by multiplying the hourly rate by 0.125.</p> <p>Example: A member has 12 hours unused purchased recreation leave, multiplied by 0.125, equals 1.5 days.</p> <p>See: Division 5, Purchased recreation leave</p>
Salary	<p>Means whichever of the following is relevant on the day when the member ceases continuous full-time service.</p> <ol style="list-style-type: none"> If the member held a substantive rank — the salary of their substantive position. If the member held a temporary or acting rank for less than one year on their last day of service — the salary of their substantive position. If the member held a temporary or acting rank for one year or more on their last day of service — the salary for the higher rank or position. <p>Exception: The member has become a senior officer who transitioned.</p> <p>See: Section 5.4.44A, Payment of leave credit for senior officer who transitioned</p>

5.4.43 Election for payment or transfer of leave credit

- A member may elect to take their accrued leave credit and purchased recreation leave credit in any of the following forms on ceasing continuous full-time service.

 - A payment for the full amount of their accrued leave credit and purchased recreation leave credit.
 - Transfer to their new Commonwealth entity, one of the following amounts.
 - All their accrued leave credit and purchased recreation leave credit.
 - Part of their accrued leave credit and purchased recreation leave credit.

Note: For remaining credits that are not transferred, their leave credit will be a payment to the member under paragraph 1.a.
- The election must be submitted in writing at least 30 days before ceasing continuous full-time service.

Note: If the member has not made an election 30 days before ceasing continuous full-time service, their leave credit will be a payment to the member under paragraph 1.a.
- Once a member has made an election under subsection 1 it cannot be changed.

Exceptions: The member's leave is paid to the member under paragraph 1.a in either of the following events.

 - The member's offer of employment with the new agency is withdrawn.
 - The Commonwealth entity does not agree to the transfer.

5.4.44 Payment to member for *leave credit*

1. This section applies to a member, other than a senior officer who transitioned, who is to be paid an amount for all or part of their accrued leave credit and purchased recreation leave credit under paragraph 5.4.43.1.a.
2. The member is to be paid the sum of the following amounts.
 - a. An amount equal to the member's daily rate of salary and allowances for each day of accrued leave credit and purchased recreation leave credit to be paid.
 - b. An amount equal to two days' of the member's daily rate of salary and allowances for each five days of accrued leave credit to be paid.

Note: This provision recognises that members would ordinarily have weekends during periods of recreation leave. These weekends would be paid, due to the ADF seven-day week pay model.

Example: A member has 20 days accrued leave credit and 10 days purchased recreation leave credit that they elect to be paid for. The member is paid an amount equal to 38 days (20 + 10 + 8) of the member's daily rate of salary and allowances.

Note: A member's daily rate of salary and allowances is calculated at subsection 5.4.46.2.

5.4.44A Payment to senior officer who transitioned for leave credit

1. This section applies to a senior officer to whom both of the following apply.
 - a. The senior officer has become a senior officer who transitioned.
 - b. The senior officer has elected to be paid their accrued leave credit and purchased recreation leave credit under paragraph 5.4.43.1.a.
2. The senior officer is to be paid an amount calculated using the following formula.

$$\text{amount payable} = A + B - C$$

Where:

- A** is the sum of accrued leave credits and purchased recreation leave credits (in days) held by the senior officer at the end of their appointment, multiplied by the daily rate of salary and allowances that were payable to the senior officer on the last day of their appointment.
 - B** is the amount of recreation leave credits (in days) accrued during the senior officer's transition period, multiplied by the daily rate of salary and allowances that were payable to the senior officer on their last day in the Permanent Forces.
 - C** is the amount of accrued leave credits (in days) the senior officer used during their transition period, multiplied by the daily rate of salary and allowances that were payable to the senior officer immediately before becoming a senior officer who transitioned.
3. For the purpose of this section, daily rate of salary and allowances means the sum of the daily rate of the applicable salary and the daily rate of allowances payable to the member on the specified day.

5.4.45 Transfer of leave credits and payment to new Commonwealth entity

1. This section applies to a member who elects to transfer all or part of their accrued leave credit and purchased recreation leave credit under paragraph 5.4.43.1.b and the new Commonwealth entity has agreed to the transfer.
2. The Department of Defence must pay the member's new Commonwealth entity the sum of the following amounts.
 - a. An amount equal to the member's daily rate of salary for each day of accrued leave credit and purchased recreation leave credit the member elected to transfer.
 - b. An amount equal to two days' of the member's daily rate of salary for each five days of accrued leave credit the member elected to transfer.

Note: A member's daily rate of salary is calculated at subsection 5.4.46.1.

Example: A member has 20 days accrued leave credit and 10 days purchased recreation leave credit that they elect to transfer to the new Commonwealth entity. The following occurs.

- a. 30 days of credit is transferred.
 - b. An amount equal to 38 days of the member's daily rate of salary is paid to the member's new Commonwealth entity. The extra eight days are derived from the extra two days for every five days of accrued leave credit.
3. The member's leave credits are transferred to the new Commonwealth entity.

5.4.46 Calculation of payment or transfer rates

1. The following table sets out how to calculate the daily rate of salary.

Step	Action
1.	Find the annual rate of salary payable to the member and divide by 365.
2.	Find the annual rate of Service allowance payable to the member and divide by 365.
3.	Add the amounts of Steps 1 and 2. This is the daily rate of salary that applies to the member.

2. The following table sets out how to calculate the daily rate of salary and allowances.

Step	Action
1.	Find the annual rate of salary payable to the member and divide by 365.
2.	Find the annual rate of Service allowance payable to the member and divide by 365.
3.	<p>Find the annual allowances the member would be eligible to receive on recreation leave, if it was taken on their last day of service. Add these amounts together and divide by 365.</p> <p>Exceptions: Service allowance, uniform allowance, rent allowance and executive vehicle allowance. Higher duties allowance is also an exception provided the member had not been continuously paid the allowance for one year or more on their last day of service.</p> <p>Note: Higher duties allowance is included if the member had been continuously paid the allowance for one year or more on their last day of service.</p>

Step	Action
4.	Add the amounts in Steps 1 to 3 together. This is the daily rate of salary and allowances that applies to the member.

3. This subsection provides examples to demonstrate how to apply the calculations in subsections 1 and 2.

Example: On the last day of service a member's annual salary is \$86,831. They receive Service allowance of \$12,924 and maritime disability allowance of \$11,275. The member has 24 days of accrued leave credit and 10 days of purchased recreation leave credit on the last day of service. The member's accrued leave credit and salary and allowances are worked out as follows. (**Note:** the rates and leave days accrued used in this example are for example purposes only.)

- a. The member's daily rate of salary is calculated using the following steps.

Step	Action
1.	The member's annual salary is \$86,831. $\$86,831 \div 365 = \237.89
2.	The member gets \$12,924 Service allowance each year. $\$12,924 \div 365 = \35.41
3.	$\$237.89 + \$35.41 = \$273.30$ This is the daily rate of salary that applies to the member.

- b. The member's daily rate of salary and allowances is calculated using the following steps.

Step	Action
1.	The member's annual salary is \$86,831. $\$86,831 \div 365 = \237.89
2.	The member gets \$12,924 Service allowance each year. $\$12,924 \div 365 = \35.41
3.	The member gets \$11,275 annual allowances each year. $\$11,275 \div 365 = \30.89
4.	$\$237.89 + \$35.41 + \$30.89 = \304.19 This is the daily rate of salary and allowances that applies to the member.

Annex 5.4.A: Remote locations within Australia — additional recreation leave

See: Part 4 Division 3 section 5.4.17, Service in a remote location

This table lists remote locations and the maximum additional days of recreation leave each year that serving in them entitles a member to.

Remote location	Maximum additional days of leave for each leave year
New South Wales	
Bogan Gate	2
Broken Hill	2
Northern Territory	
Alice Springs (including Jindalee)	3
Darwin	3
Jabiru (including Nourlangie, Jim Jim, Cannon Hill and East Alligator)	5
Katherine	5
Nhulunbuy	5
Tennant Creek	5
Tindal	5
Queensland	
Atherton	2
Ayr	2
Bamaga	5
Bowen	2
Cairns	2
Charters Towers	2
Ingham	2
Innisfail	2
Macrossan	2
Mount Isa	3
Palm Island	5
RAAF Scherger	5
Roma	2
Shoalwater Bay Training Area	2
Thursday Island (including Horn Island)	5
Townsville	2
Tully	2
Weipa	5
South Australia	
Woomera	5

Remote location	Maximum additional days of leave for each leave year
<i>Western Australia</i>	
Broome	5
Carnarvon	5
Dampier	5
Derby	5
Exmouth	5
Kalgoorlie	2
Karratha	5
Kununurra	5
Newman	5
Port Hedland (including South Hedland)	5
RAAF Curtin	5
RAAF Learmonth	5
Tom Price	5
<i>Australian territories</i>	
Antarctica (including Macquarie Island)	10
Christmas Island	5
Cocos (Keeling) Islands	5

Part 5: Long service leave

5.5.1 Overview

1. This Part sets out a member's entitlement to long service leave. It covers how leave credit is accrued, salary while on leave, and payment instead of leave when members leave continuous full time service.

Note: Long service leave benefits for the ADF are similar to benefits under the *Long Service Leave (Commonwealth Employees) Act 1976*. They are not identical. ADF members are not covered under that legislation.

2. Long service leave only accrues while a member is on continuous full-time service.

See: Division 1 section 5.5.4, Member this Part applies to

3. A member may apply for long service leave after 10 years of service. This may include some service with other recognised employers.

See: Division 2 section 5.5.8, How much long service leave?

4. The accrual of long service leave is an entitlement. The grant of long service leave is a discretion. A member's chain of command may recommend the grant or not, depending on local work pressures.

See: Division 2 section 5.5.9, How long service leave is granted

5. A member may also choose to take long service leave at full or at half pay. All long service leave counts as effective service.

See: Division 2 section 5.5.9, How long service leave is granted

6. A member may get payment instead of any credit not taken. This only occurs when they cease continuous full time service.

See: Division 5, Payment instead of long service leave

5.5.2 Purpose

Long service leave is intended to give an extended period away from work to a member who has served for 10 years or more.

5.5.3 Contents

This Part includes the following Divisions.

Division 1	Members eligible, definitions and general principles
Division 2	Entitlement to long service leave
Division 3	Accrual of service for long service leave
Division 4	Salary for long service leave
Division 5	Payment instead of long service leave

Division 1: Members eligible, definitions and general principles

5.5.4 Member this Part applies to

This Part applies to a member on continuous full-time service.

Note: This means members of the Permanent Forces, and members of the Reserves on continuous full-time service.

5.5.5 Definitions

This table defines terms used in this Part.

Term	Definition in this Part
Long Service Leave Act	<i>Long Service Leave (Commonwealth Employees) Act 1976.</i> Note: This is relevant to recognition of prior service.
Start date	a. For a period of long service leave: the first day of the member's absence. b. For payment instead of long service leave to the member, the earliest of these dates. i. The day the member begins career transition training. ii. The day they are transferred to a transition centre. iii. The day they begin a period of recreation leave or long service leave that is immediately before they cease continuous full-time service. iv. The day they cease continuous full-time service. Note: This definition refers to when the entitlement to be paid arises. The actual payment takes longer.

5.5.6 Administrative concepts

1. A member who has 10 years of accrued service is entitled to a long service leave credit.

See: Division 3 for details of how service is accrued.

2. Long service leave credits are expressed in months and decimal parts of a month.

Example: 2.7 months

3. A month's leave may be a calendar month or may span two calendar months. A month is measured from the start date to the day before the same date in the next month. This rule applies no matter how many days there are in that month.

Examples: 15 July to 14 August (return to duty 15 August), 9 February to 8 March (return to duty 9 March)

4. When working out parts of a month, a month is taken to have 30 days.

Example: 0.7 of a month = 0.7 x 30 days = 21 days.

5. A member's long service leave credits are reduced by every calendar day in the leave period.

Note: To avoid doubt, this includes days the member would not normally have worked, such as weekends and public holidays.

6. Leave may be granted in months and whole days.

See: Division 2 subsection 5.5.9.2 for the minimum period of leave that can be granted.

7. Long service leave must not start or finish on a weekend, public holiday or nonworking period.

8. For the purpose of payment instead of long service leave, a month's salary is one-twelfth of a year's salary. This rule applies no matter how many days there are in that month.

5.5.7 How to apply for leave

1. A member must use separate leave forms for long service leave and any other leave to be taken at the same time.
2. The original application must be sent to the address specified on the form.
3. The member must send the completed application form to the ADF Long Service Leave Section at least one month before the start of the leave period applied for.

See: Form AD493, ADF Long Service Leave Application on webforms

Division 2: Entitlement to long service leave

5.5.8 Long service leave entitlement

1. A member is entitled to a long service leave credit once the member has completed 10 years of accrued service.

See: Division 3 for how service is accrued for long service leave.

2. Long service leave credits are credited to a member on the completion of the following.
 - a. 10 years of accrued service.
 - b. Every year of accrued service thereafter.

Note: Credit is not given for part years of accrued service.

3. Annual long service leave credit is calculated on the following basis.
 - a. If the member is not on a flexible service determination for any period during a completed year of accrued service, the member earns 0.3 of a month long service leave credit.
 - b. If the member is on one or more flexible service determinations during a year of accrued service, the member's long service leave credit for the year is the sum of the long service leave credit for each period.

Example: Within one year of accrued service a member was on a flexible service determination for three months, followed by six months **not** on a flexible service determination, followed by another 2 months on a flexible service determination.

The member's long service leave credit for the year is the credit earned for each period added together.

4. For the purposes of paragraph 3.b, a member's long service leave credit is calculated using the following formula.

$$\text{long service leave credit} = \frac{\text{days}}{365} \times \frac{\text{Hrs}}{40} \times 0.3$$

Where:

days is the numbers of days in the period.

Example: 1 March – 1 May = 92 days in the period

Hrs is the number of hours worked each week calculated using the following.

- Eight hours for any full day of duty.
- The number of duty hours under the flexible service determination for any part day.

Example: A member works a full day of duty on Monday and Tuesday and three hours of duty on Wednesday. The number of hours for the week is 19 hours.

5.5.9 How long service leave is granted

1. The CDF may grant a period of long service leave for a period up to the member's long service leave credit.
2. The minimum period of long service leave that may be granted is 15 days. This applies to both full and half pay long service leave.
3. The CDF may grant a shorter period of long service leave in compassionate circumstances.
4. A member may choose to take a period of long service leave at half pay. The period may be up to twice the member's long service leave credit.
5. The member's long service leave credit is reduced as follows.
 - a. For a member granted long service leave on full pay – by the period of leave taken.
 - b. For a member granted long service leave on half pay – by half the period of leave taken.
6. Weekends and public holidays during the period of long service leave are counted as part of the period of leave for the purpose of subsection 4.

Note: Weekends and public holidays form part of the period of long service leave. However, the period of leave would not start or end on a weekend or public holiday. Permanent shift workers should start and finish long service leave on a day they are rostered to work.

5.5.10 Grant of other leave with long service leave

1. Long service leave is intended to be a single period. Members may not break long service leave with other leave.

Non-example: A member may want to apply for this pattern of leave.

Long service leave 1 March to 28 March

Recreation leave 29 March to 15 April

Long service leave 16 April to 15 May

This pattern of leave is not allowed.

2. The minimum break between two periods of long service leave is two weeks. During this period the member must be on duty, rather than on another form of leave.

5.5.11 Grant of long service leave to members on part-time leave without pay

1. This section applies to a member who meets both these conditions.
 - a. The member is on part-time leave without pay.
 - b. The member applies for long service leave.
2. The member's part-time leave without pay must stop for the period of the long service leave.
3. The member's long service is paid based on the member's full time salary.

5.5.12 Re-credit of long service leave

1. A member on a period of long service leave is to be re-credited with leave if either of the following happens.
 - a. They are admitted to hospital.
 - b. They provide a certificate from an ADF medical officer stating that they were not fit for duty.
2. If the member meets the condition in subsection 1 for less than a full day, long service leave is not re-credited.
3. A member on a period of long service leave is to be re-credited for the leave on any day they are recalled to duty for operational reasons.
4. The CDF may extend a member's period of leave by the amount of long service leave re-credited.

Division 3: Accrual of service for long service leave

5.5.13 Accrued service

In this Part, a member's accrued service is the sum of these periods.

- a. Their period of continuous full-time service.
- b. Prior Reserve service, measured under section 5.5.14.
- c. Any prior service described in sections 5.5.15 or 5.5.16.

Exception: Special arrangements exist where a member had two employers at the same time.

See: Section 5.5.16, Overlapping prior service.

5.5.14 Prior Reserve service

1. Reserve service counts for long service leave as shown in this table.

Item	If a day of Reserve service...	then the member...
1.	is for less than 6 hours	does not accrue long service leave for the day.
2.	is for 6 hours or more	accrues long service leave for the full day.

Note: Members of the Reserves are subject to the break in service rules in subsection 5.5.15.2.

2. Thirty days of Reserve service counts as a month of service.

Example: A member parades twice a month, for a full day each time. It would take the member 15 months to give one month's service for long service leave purposes.

5.5.15 Prior service

1. A period that could be counted as service under the *Long Service Leave Act 1976*, on or after 1 January 1973, is accrued service for this Part. Periods of ineffective service with the prior employer are not recognised.

Related Information: Subsection 5.5.14.2

Note: The *Long Service Leave Act 1976* does not allow for the recognition of service with the armed forces of other countries.

2. If there is a gap of more than twelve months between any two periods of service, the earlier period cannot be recognised. There are two exceptions to this rule.
 - a. If the previous period of service or employment was ceased due to illness.
 - i. The CDF must be satisfied that the member returned to suitable duties in the ADF within one year of recovery.
 - ii. The CDF must consider their duties before their illness.
 - b. If the break was due to Service-approved full-time vocational training.

Example: A member joins the ADF in November. In June of that year the member had resigned from the Western Australian Public Service. This is service that could be counted as service under the *Long Service Leave Act 1976*. As the break in employment is less than a year, the earlier service may be recognised for long service leave purposes.

Non-example: A member of the Reserves has this pattern of service:

Jan 2009 – March 2013	Continuous full-time service
April 2013 – May 2014	4 hours duty, one day a week
June 2014 onwards	Continuous full-time service

The member has had no break in ADF service, but in the period April 2013 – May 2014 did not have any days that were service for long service leave purposes. (See subsection 5.5.14.1)

As the member had a break of more than a year between two periods of service for long service leave purposes, the earlier period cannot be recognised. The member's long service leave starts to accrue in June 2014.

3. Service with another employer may only be recognised if it has ended.

Non-example: A member takes leave without pay from the APS to join the ADF. The APS service may not be recognised until the member resigns from their APS employment.

4. A member's credit is reduced by either of these events.
 - a. Long service leave granted during prior service.
 - b. Any payment instead of long service leave during prior service.

See: Section 5.5.17, Effect of part-time prior service

5.5.16 Overlapping prior service

1. This section applies to a member who has recognised prior service with two different employers at the same time.

Example: A member has prior Reserve service at the same time the member was a full-time APS employee.

2. A member cannot have more than one day of service for long service leave purposes recognised for a calendar day.

Example: From 1 January 1998 to 31 December 2002 a member was a full-time APS employee. During that period the member also attended regular Reserve parades. The member has five years' prior service for the five calendar years.

3. If a member has part-time service with two employers at the same time, the weekly hours are added together to determine service for long service leave. The member is subject to the limit in subsection 2.

5.5.17 Effect of part-time prior service

1. The *Long Service Leave Act 1976* or other legislation may have treated part-time service differently than it is treated under this Part.

Examples:

- a. Employees may have accrued long service leave at part-time rates.
 - b. Employees may have been paid at part-time rates for long service leave they have taken.
2. Members with part-time prior service need to have these periods converted to full-time equivalents.
 - a. Subsection 3 gives the method for adjusting the period of part-time service to the full-time equivalent.
 - b. Subsection 5 gives the method for adjusting the period of part-time leave to the full-time equivalent.
 3. Prior part-time service counts as accrued service but the period of service is adjusted to reflect the part-time hours worked. This table shows the method.

Step	Action
1.	Work out the length of the member's part-time prior service, in days.
2.	Work out the member's average weekly hours during that period. If the member had different periods at different weekly rates, these should be calculated separately.
3.	Multiply the two figures together.
4.	Divide this total by 36.75. This figure is the number of days of prior service that may be recognised.
5.	If the member had different periods at different weekly rates, steps 1 to 4 should be worked out separately for each period. The periods are added at the end to give the total part-time prior service.
6.	The total should be included in the member's period of service for when working out their credit. See: Division 2 section 5.5.8, How much long service leave?

Example: A member advises that they used to be employed in the APS, as a part-time employee. The member is able to show documentary evidence of this. This was their employment pattern.

1 July 2010 to 30 June 2011	20 hours a week
	1 to 31 March 2011 was non-effective service
1 July 2011 to 30 June 2012	30 hours a week

Step	Calculation	
	Period 1 July 2010 to 30 June 2011	Period 1 July 2011 to 30 June 2012
1.	The member had 365 days service, less 31 days non-effective service = 334 days	The member had 365 days service.
2.	The member worked 20 hours a week.	The member worked 30 hours a week.
3.	Step 1 multiplied by Step 2 equals 6680.	Step 1 multiplied by Step 2 equals 10950.

Step	Calculation	
	Period 1 July 2010 to 30 June 2011	Period 1 July 2011 to 30 June 2012
4.	6680 hours divided by 36.75 equals 181.77 days.	10950 hours divided by 36.75 equals 297.96 days.
5.	The member's total part-time prior service is 181.77 days plus 297.96 days. This, rounded, becomes a total of 480 days.	

4. The difference between the following periods is recorded as non-service days.
 - a. The calendar days in the period.
 - b. The number of days to be recognised as a result of the calculations in subsection 3.

Example: In the example in subsection 3, the period 1 July 2000 to 30 June 2002 would be recorded on the Defence leave management system as follows.

Non-service days 250 (ie 730 days less 480 days worked).

5. Prior part-time leave should be adjusted to its full-time equivalent before being deducted from a member's long service leave credit. This table shows the method.

Step	Action
1.	Work out the periods of long service leave that were paid at part-time rates. Note: This includes payment instead of long service leave. It does not include half-pay long service leave if the amount paid was half of the person's full-time hours.
2.	Work out weekly hours the person was paid for the leave. If the member had different periods of leave at different weekly rates, these should be calculated separately. Note: If the person took the leave at half pay, use their weekly part-time hours, not the half part-time hours that they were paid.
3.	Divide their weekly part-time hours (Step 2) by 36.75.
4.	Multiply Step 1 by Step 3.
5.	If any of the periods of leave were at half pay, divide Step 4 by 2.
6.	If the member had different periods of leave at different weekly rates, steps 1 to 5 should be worked out separately for each period of leave. The periods are added at the end to give the total leave taken in respect of part-time service during the prior work.

Example: The member in the example in subsection 3 took some long service leave during their part-time periods of duty. Because of the different long service leave rules in the APS, the leave was paid at part-time rates. This was the member's leave pattern.

1 November 2013 to 30 November 2013	1 month's leave 20 hours a week Leave was taken at full pay.
--	--

1 November 2014 to 30 November 2014	1 month's leave 30 hours a week Leave was taken at half pay.
--	--

Step	Calculation	
	Period 1 November 2013 to 30 November 2013	Period 1 November 2014 to 30 November 2014
1.	The member took 1 month of leave	The member took 1 month of leave.
2.	The member worked 20 hours a week.	The member worked 30 hours a week.
3.	20 hours divided by 36.75 equals 0.5442.	30 hours divided by 36.75 equals 0.8163.
4.	Step 1 multiplied by Step 3 equals 0.5442 months of leave.	Step 1 multiplied by Step 3 equals 0.8163 months of leave.
5.	The leave was at full pay. No further adjustment is needed.	The leave was at half pay. Step 4 divided by 2 equals 0.4082 months.
6.	The member's total leave is 0.5442 months plus 0.4082 months. This is 0.9524 months full-time equivalent leave.	

Note: In this example, the member would need more service than is shown in subsection 3 in order to have access to a long service leave credit.

5.5.18 Periods that are not accrued service

In this Part, these periods are not accrued service.

- a. Any period the member is absent without leave for more than a day.
- b. A period of unpaid leave of more than three months. There are two exceptions to this rule.
 - i. Leave without pay for illness.
 - ii. Leave without pay under the *Defence (Parliamentary Candidates) Act 1969*.

See: Defence Instruction (General) Personnel 21-1, *Political Activities of Members of the Defence Force*
- c. Any period of more than one day that the member is not entitled to salary or allowances because regulation 68 of the *Defence Force Regulations 1952* applies to them. This does not apply if they later become entitled to the lost salary and allowances.

Note: This paragraph refers to a period when the member is in detention or convicted of an offence and the *Defence Force Regulations 1952* state that they should not get paid in that period. Sometimes a member who is detained or convicted will later be cleared. They can then be paid for that period.

5.5.19 Member's responsibilities

1. A member should ask for recognition of their prior service as soon as reasonably practical after starting continuous full-time service. This includes prior Reserve service.
2. The member must give the CDF written evidence of their prior service. If not, the periods will not be counted as accrued service.

Example: A member was previously employed in the APS (or a corporation or authority). They ask their prior employer to give them a letter. It shows the period of APS employment, any non-effective service, and any long service leave taken or paid in lieu. They give the letter to the decision-maker.

Non-example: A member on Reserve service starts a period of APS employment. They may be eligible to accrue long service leave credits under the Long Service Leave Act. They would not get credit for their Reserve service under this Part. However, if they returned to perform continuous full-time service they could get a combined long service leave credit for the earlier service under section 5.5.14, Prior Reserve service.

5.5.20 Working out the total period for a member's long service leave credit

1. This table shows how to work out the total period that a member's long service leave credit is assessed on.

Step	Action	See
1.	Work out the member's total period of accrued service. This includes the member's current service, prior full days of Reserve service and other prior service.	Sections 5.5.13 to 5.5.17
2.	Work out their total long service leave credit for completed years of service.	Division 2 section 5.5.8
3.	Subtract any leave that they have already taken as leave or been paid for instead of leave.	

2. For a grant of long service leave, the entitlement to the actual credit is set out in section 5.5.8.
3. For a payment instead of long service leave, the entitlement to the actual credit is set out in the following sections.
 - a. Section 5.5.26 for a member who has an established long service leave credit.
 - b. Section 5.5.28 for a member who does not have an established long service leave credit, but has at least one year's service. They must be leaving the ADF for a reason stated in that section.

Division 4: Salary for long service leave

5.5.21 Salary for long service leave

Unless section 5.5.22 or 5.5.23 applies, salary for a period of long service leave for a member who is to be granted long service leave is the sum of these amounts.

- a. Salary at the applicable rate for the member's substantive rank and (if applicable) the member's pay grade.
- b. The amount of any allowance that may be paid during long service leave.

See: Section 5.5.23, Allowances while on long service leave

5.5.22 Salary – member on temporary or acting rank

1. This section applies to a member who meets both of these criteria.
 - a. They hold a temporary or acting rank immediately before the start date.

See: **Start date** is defined in Division 1 section 5.5.5, Definitions.
 - b. The direction to perform at that higher rank is not revoked.
2. The member's salary for the long service leave period is the sum of these amounts.
 - a. The rate of salary for the temporary or acting rank and (if applicable) their pay grade, held immediately before the start date.
 - b. The amount of any allowance that may be paid during long service leave. These are paid at the same rank as salary under paragraph a.

See: Section 5.5.23, Allowances while on long service leave

5.5.23 DFRT Allowances while on long service leave

1. A member may be paid an allowance under DFRT Determination No. 11 of 2013, *ADF Allowances*, during a period of long service leave.

See: DFRT Determination No. 11 of 2013, *ADF Allowances*, subsections A.1.7.4 and A.1.7.5, Payment arrangements
2. In order to be paid an allowance under subsection 1, the member must meet one of these conditions.
 - a. The member was eligible for the allowance on the day before the start date.
 - b. The member was eligible if they were in one of the following situations for the whole period between the day on which they were last eligible for the allowance and the start date.
 - i. The member was ill or in hospital.
 - ii. The member was prevented from taking long service leave because they were required to remain on duty.

- iii. For an officer – The member was involved in retirement proceedings that resulted in the member's retirement because the member was physically or mentally incapacitated.
 - iv. For a member other than an officer – The member was involved in discharge proceedings that resulted in the member's discharge because the member was medically unfit.
3. On any day that an amount of allowance mentioned in subsection 1 is included in a member's salary, the member is not to be paid that allowance amount under this section, in addition to salary.

Authority: A member's salary is determined under section 58H of the *Defence Act 1903*.

Division 5: Payment instead of long service leave

5.5.24 Member this Division applies to

This Division applies to a member who ceases continuous full time service, and who meets one of these conditions.

- a. They are entitled to a long service leave credit.
- b. They qualify under section 5.5.28. This section applies to members who have at least one year of effective service and who leave the ADF in a way listed in section 5.5.28.

See: Section 5.5.28, Pro rata entitlement

5.5.25 Members this Division does not apply to

1. If a member leaves the ADF because they die, this Division does not apply. See Chapter 11 Part 3 instead.
2. This Division does not apply to members who are discharged from one Service in order to start an appointment in another Service without a break. These members are not entitled to payment instead of long service leave.

5.5.26 Payment instead of long service leave

1. The member is entitled to a payment instead of their long service leave credit.

See:

Subsections 2 and 3 for how to calculate the final credit.

Subsection 4 for what salary to use.

Subsection 5 for how to calculate the payment.

2. The member's credit is calculated in accordance with this table.

Step	Action	See
1.	Work out the member's total period of accrued service, in years and months. This includes the member's current service, prior full days of Reserve service and other prior service.	Division 3 sections 5.5.13 to 5.5.17
2.	Work out their total long service leave credit for the years of service. The credit should be expressed in months and part months.	Division 2 section 5.5.8
3.	Work out their total long service leave credit for the remaining months of service.	Subsection 5.5.26.3
4.	Add the credits from Steps 2 and 3 together.	
5.	Subtract any leave that they have already taken as leave or been paid for instead of leave.	

Example:

A member has 12 years, 3 months total service.

Credit for 12 years of service is 3.6 months.

Credit for 3 months of service is 0.075 months

Total is 3.675 months.

If the member has never taken any long service leave, this is the member's credit to be paid out.

3. Long service leave credits for completed months of accrued service are calculated in accordance with the following.
 - a. For a member who has not been on a flexible service determination since their last long service leave credit anniversary — the following table shows how to work out the credit for completed months of accrued service.

Months of Service	Long service leave as part of a month
1	0.025
2	0.050
3	0.075
4	0.100
5	0.125
6	0.150
7	0.175
8	0.200
9	0.225
10	0.250
11	0.275

- b. For a member who has been on a flexible service determination since their last long service leave credit anniversary — the following calculation is used to work out the credit for completed months of accrued service.

$$\text{long service leave credit} = \frac{POS}{260} \times 0.025 \times AS$$

Where:

POS is the number of days in the member's pattern of service that they would have expected to complete in the year of accrued service.

AS Number of completed months of accrued service.

4. Unless section 5.5.22 or subsection 5.5.26.6 applies, salary for a period of long service leave for a member who is to be paid instead of long service leave is the sum of these amounts.
 - a. Salary at the applicable rate for their substantive rank and (if applicable) their pay grade.
 - b. The amount of any allowance that the member may be paid during long service leave.

See: Division 4 section 5.5.23, Allowances while on long service leave

Exceptions: Antarctic allowance, Port Wakefield allowance, ADF district allowance, uniform allowance, hardship allowance, rent allowance and executive vehicle allowance are not payable.

Related Information: Division 4 section 5.5.22, Salary – member on temporary or acting rank

5. This table shows how to calculate the final payment instead of long service leave for a member other than a senior officer who transitioned.

Step	Action
1.	Divide the salary for long service leave by 12, to give the monthly rate. Note: This rule applies no matter how many days there are in the month.
2.	Multiply by the member's credit. This figure is the amount to be paid. See: Subsection 2

6. This subsection applies to a member on becoming a senior officer who transitioned. Both the following apply.
- a. The senior officer is to be paid an amount for their long service leave credit calculated using the following formula.

$$\text{payment for long service leave credits} = A + B - C$$

Where:

- A** is the amount of long service leave credits (in months) held by the senior officer at the end of their appointment, multiplied by the monthly rate of salary and allowances payable to the senior officer on the last day of their appointment.
- B** is the amount equal to each day of long service leave credits (in months) accrued during the senior officer's transition period, multiplied by the monthly rate of salary and allowances payable to the senior officer on their last day in the Permanent Forces.
- C** is the amount of long service leave (in months) the senior officer took during their transition period, multiplied by the monthly rate of salary and allowances payable to the senior officer during their transition period.
- b. For the purpose of this subsection, monthly rate of salary and allowances means the sum of the applicable annual rate of salary and the annual rate of allowances payable to the member on the specified day, other than rent allowance and ADF district allowance, divided by 12.

5.5.27 Member on higher duties, temporary or acting rank

1. This section applies to a member who held temporary or acting rank, or was entitled to higher duties allowance, for either of these periods.
- a. The year before the start date.
- b. The start date plus three of the five years immediately before and including the start date. The three years may be in a single period, or broken periods.

Example: A member performs higher duties and then holds acting rank. These periods can be added together to confirm whether they have met the time requirements in subsection 1.

2. If a member only held one rank during the period, the rate of salary is the sum of these amounts.
 - a. The rate of salary for the higher duties or temporary or acting rank and (if applicable) their pay grade, held immediately before the start date.
 - b. The amount of any allowance that the member may be paid during long service leave. These are paid at the same rank as salary under paragraph a.

See: Division 4 section 5.5.23, Allowances while on long service leave
3. If a member held more than one level of higher duties or temporary or acting rank during the period, the rate of salary is the sum of these amounts.
 - a. The rate of salary for the lowest level of higher duties or temporary or acting rank.

Example: For the year before the member's resignation, a Captain had higher duties as a Major for six months, and as a Lieutenant Colonel for six months. Payment instead of long service leave will be at the Major salary rate.
 - b. The amount of any allowance that the member may be paid during long service leave. These are paid at the same rank as salary under paragraph a.

See: Division 4 section 5.5.23, Allowances while on long service leave
4. A member's rate of salary for the higher duties, temporary or acting rank may increase after the start date and before the day before the member ceases continuous full-time service. In this case, their salary is taken to increase by the same amount.

5.5.28 Pro rata entitlement

1. A member who has more than one year but less than 10 years of accrued service may be entitled to a pro rata payment instead of long service leave. Their service must end for one of these reasons.
 - a. The member cannot usefully serve because of redundancy.
 - b. The member is medically unfit for service.
 - c. The member has reached their retirement age.
 - d. The member has received a special benefit payment under Chapter 2 Part 3 Division 3.
 - e. The member dies.
2. A member (other than a member mentioned in subsection 1) who has less than 10 years of accrued service and who voluntarily ceases continuous full-time service before reaching retirement age, is not entitled to a pro rata payment instead of long service leave.
3. The payment is worked out using the process described in section 5.5.26.

See: Section 5.5.26, Payment instead of long service leave

5.5.29 Option not to be paid

1. A member who is entitled to payment instead of long service leave may elect to retain and seek to transfer their leave credit instead. The election must be submitted in writing at least 30 days before the member ceases continuous full-time service.

Note: If the member has not made an election 30 days before ceasing continuous full-time service their long service leave credits are paid to them.

Example: The member leaves the ADF to become an APS employee in the Department of Defence. As an APS employee, their ADF service will be recognised for APS long service leave purposes. They choose in writing not to receive payment instead of ADF long service leave.

Notes:

- a. Transfer of long service leave credits can only be made to *Public Governance, Performance and Accountability Act 2013* entities.
- b. Members must discuss the issue of leave transfer with their prospective employer before making an election to transfer their long service leave credit.
- c. Commonwealth entities are under no obligation to accept transfers of credit.

See: Section 10 of the *Public Governance, Performance and Accountability Act 2013*, for the definition of Commonwealth entity.

2. In some cases, the member's new agency may decide not to accept the full amount of the member's long service leave credit. In these cases, the credit that is not transferred to the new Commonwealth entity must be paid to the member under the relevant provisions for payment instead of long service leave.

See: Section 5.5.26, Payment instead of long service leave

Part 6: Maternity leave

5.6.1 Purpose

This Part sets out a member's entitlement to maternity leave. The leave recognises the physical aspects of the later stages of pregnancy, childbirth and recovery after childbirth. It also provides time for initial care of the child.

5.6.2 Contents

This Part includes the following Divisions.

Division 1	Overview
Division 2	Maternity leave entitlements
Division 3	Required absence
Division 4	Member already on leave without pay

Division 1: Overview

5.6.3 Summary

1. Maternity leave is described in full in this Part. This section describes some of its main features.
2. Maternity leave allows for an absence of 52 weeks. It consists of paid and unpaid leave. New members may not have access to the paid leave component.
See: Division 2, Maternity leave entitlements
3. A member who meets the eligibility criteria is entitled to the leave. An application cannot be refused for any reason.
See: Division 2 section 5.6.12, Overview
4. Maternity leave includes a period of required absence.
See: Division 3, Required absence
5. A member may take recreation leave or long service leave instead of unpaid maternity leave.
See: Division 2 section 5.6.18, Access to other leave
6. Unpaid maternity leave is not the same as leave without pay.
See: Section 5.6.8, Leave without pay and maternity leave
7. Convalescence may happen at the same time as maternity leave.
See: Division 3 section 5.6.25, Fitness for duty and the required absence

5.6.4 Definitions

This table defines terms used in this Part.

Term	Definition in this Part
Birth	The birth of a child that happens at one of these times. a. Twenty weeks before the expected date of the birth. b. Any day that is after the day in paragraph a.
Qualifying service	For entitlement to paid maternity leave, a continuous period of 12 months of: a. full-time service in the ADF, or b. any other employment recognised for the purpose of the <i>Maternity Leave (Australian Government Employees) Act 1973</i> , subsection 6(4). Note: If a member is not sure whether they have done 12 months qualifying service, the member's unit can seek advice. A written request should be made to the member's Career Management Agency.
Required absence	A period of absence under Division 3.

Term	Definition in this Part
Salary	Salary and allowances as if the period were a period of recreation leave. See: DFRT Determination No. 2 of 2017, <i>Salaries</i> , section A.1.3, Administration of salary Part 4 Division 7, 5.4.36, Payment of allowances on recreation leave
Termination	An event that results in a pregnancy ending, without the birth of a live child . It must happen at one of these times. a. The day that is twenty weeks before the expected date of the birth. b. Any day that is after the day in paragraph a. Examples: Miscarriage, stillbirth, termination. See also: Section 5.6.7, Termination of pregnancy – overview

5.6.5 Members this Part applies to

This Part applies to a member whose pregnancy ends by a birth or a termination.

5.6.6 Required absence and maternity leave

- Two key concepts in this Part are required absence and maternity leave.
- Required absence is the period that a member is required to be away from duty. It usually covers the later stages of pregnancy and the first few weeks after the birth. It can be reduced if the member has medical approval. Maternity leave is granted to cover the period of required absence.

See: Division 3, Required absence

- Maternity leave is leave granted to a member who is pregnant or who has recently given birth. It has paid and unpaid components, for eligible members.

See: Division 2, Maternity leave entitlements

5.6.7 Termination of pregnancy – overview

- Termination is defined in section 5.6.4, Definitions.
- If a member's pregnancy terminates 20 weeks or later before the expected date of the birth, the member is entitled to maternity leave.

Example: A member's expected date of the birth is 1 June. On 9 March she miscarries. This is 12 weeks before the expected date of birth. This event meets the definition of termination. The member is fully entitled to maternity leave, and she must observe the required absence.

3. If the member's pregnancy terminates earlier than 20 weeks before the expected date of birth, the member is not entitled to maternity leave. If she is unfit for duty, normal fitness for duty arrangements apply.

Example: A member's expected date of the birth is 1 June. On 6 January she miscarries. This is 21 weeks before the expected date of birth. This event does not meet the definition of termination. The member has no maternity leave entitlement. The member is absent for a time under fitness for duty arrangements, to recover from the miscarriage.

5.6.8 Leave without pay and maternity leave

The unpaid component of maternity leave is a different leave type to leave without pay. The two leave types are both unpaid, but in other respects are quite different. Unpaid maternity leave cannot be refused for any reason. Unpaid maternity leave is administered under this Part.

Example 1: A member falls pregnant while already on unpaid maternity leave. She may be granted a second period of maternity leave.

See: Division 2 section 5.6.17, Second period of maternity leave

Example 2: A member falls pregnant while on leave without pay. Section 5.6.31 prevents her from having access to further maternity leave until her leave without pay has ended.

See: Division 4, Member already on leave without pay

Comparison: Examples 1 and 2 have different outcomes, as unpaid maternity leave and leave without pay are different leave types.

5.6.9 Parental leave and maternity leave

1. Maternity leave is not available to these members. Parental leave may be available instead.
 - a. Fathers of new babies.
 - b. Parents of adopted children.
 - c. A partner of the person who has given birth.
2. Members who have been granted maternity leave may also be entitled to parental leave.

See: Part 7, Parental leave

5.6.10 Notice

1. A member must report to an ADF health facility when she believes she is pregnant.

Note: In accordance with Defence Health Manual Volume 2 Part 9 Chapter 3 – *Management of pregnant Defence members*, as published on 27 October 2017, Command is informed once pregnancy has been confirmed. This information may only be used for the following purposes.

- a. To ensure that the member is employed safely within WHS policies and procedures relevant to her employment environment.
- b. To approve the member's access to benefits and conditions of service.

- c. To provide information to ensure that members are not disadvantaged in relevant career management agency decisions.
- 2. The member must provide the CDF with evidence of the end of pregnancy within six weeks of it happening. Another person may provide the evidence on the member's behalf. This is required regardless of the way the pregnancy ends.

5.6.11 How to apply for maternity leave

- 1. A member must apply for maternity leave.
- 2. A member who has not applied for maternity leave but who would be eligible, had they applied, is taken to be on the required absence for maternity leave from the earlier of the following dates.
 - a. Six weeks before the expected date of birth notified under subsection 5.6.10.1.
 - b. The date of birth, when the birth occurs earlier than six weeks before the expected date of birth notified under subsection 5.6.10.1.

See also: Division 3, Required absence

- 3. One leave application may be used for multiple types of leave. However, if different approving authorities are required to sign for the different types of leave, separate leave forms must be used for each type of leave.

Examples of different types of leave: recreation leave, long service leave and leave without pay.

Division 2: Maternity leave entitlements

5.6.12 Overview

1. This Division describes maternity leave.

Related information: Members who have been granted more than six weeks' leave without pay may have different entitlements. For those members, this Division should be read subject to Division 4. This means that if the rules in Division 4 and the rules in this Division are different, Division 4 rules apply to those members. Where the rules can work together, both sets of rules apply.

See: Division 4, Member already on leave without pay

2. Maternity leave has features that make it an unusual leave type.

- a. The leave is an entitlement. Approval is an administrative formality. If the member is entitled to take the leave, it must be approved.
- b. If a member was pregnant 20 weeks before the expected date of birth, she is entitled to a maternity leave absence. This is true of members on Permanent or Reserve service. It is also true of members of long and short service.

- i. If members have the required qualifying service, part of the leave is paid.

See:

Section 5.6.14, Paid maternity leave

Division 1 section 5.6.4, Definition of 'qualifying service'

- ii. Members may substitute recreation or long service leave for unpaid maternity leave.

See: Section 5.6.18, Access to other leave

- c. If the member resumes duty early, she is entitled to go on maternity leave again during the 52-week period.

See: Section 5.6.21, Resuming leave

5.6.13 Leave entitlement

1. The member is entitled to be absent from duty during the following period.

- a. From the first day of the member's maternity leave.
 - b. Until the day 52 weeks after the day in paragraph a.

See: Section 5.6.14, Paid maternity leave

Related Information: There is a return trip at Commonwealth expense to assist a pregnant member without dependants to travel to the location of their extended family during maternity leave in Chapter 9 Part 3 Division 3, Travel on maternity leave.

2. The period of absence starts on the first day of the member's required absence.

See: Division 3, Required absence

5.6.14 Paid maternity leave

1. This section does not apply to a member on Reserve service.
2. If a member has completed 12 months' qualifying service, she is entitled to salary for up to 14 weeks of her maternity leave. This table sets out the period of entitlement.

Item	If the member's absence is for...	then she is entitled to paid maternity leave for...
1.	more than 14 weeks	the first 14 weeks of the absence. The rest of her absence will be unpaid maternity leave. See: Section 5.6.18, Access to other leave
2.	less than 14 weeks	the whole of the period.

Note: The period of paid maternity leave will usually overlap a member's period of required absence. However, they are separate matters. Sometimes the two periods can be very different. They must be worked out separately. Required absence is described in Division 3.

Example 1: A member completes her first 12 months of qualifying service, she then becomes pregnant with her first child and takes 14 weeks of paid maternity leave and other types of leave which adds up to her 52 weeks of entitled leave. She comes back to full time service for an additional five months before applying for maternity leave to have her second child. She is entitled to 14 weeks of paid maternity leave for the second child.

Example 2: A member completes her first 12 months of qualifying service, she then becomes pregnant with her first child and takes 14 weeks of paid maternity leave and other types of leave which adds up to her 52 weeks of entitled leave. At the end of the leave she comes back to full time service for two months before leaving the ADF to join a Federal Government department for two years. After the two years she rejoins the ADF and after three months applies for maternity leave to have her second child. She is entitled to 14 weeks of paid maternity leave for the second child.

- 2A. ...
3. Paid maternity leave may only be taken during the first 14 weeks of maternity leave absence.
 4. A member is not entitled to paid maternity leave for any period of absence before her first 12 months' qualifying service.

Example 1: A member completes her first 12 months of qualifying service, she then becomes pregnant with her first child and takes 14 weeks of paid maternity leave and other types of leave which adds up to her 52 weeks of entitled leave. She comes back to full time service for an additional five months before leaving the ADF. After two years the member rejoins the ADF. Three months after rejoining she applies for maternity leave to have her second child. She has only completed three months of her qualifying period of service and is not entitled to the 14 weeks of paid maternity leave.

Example 2: A member completes her first 12 months of qualifying service, she then becomes pregnant with her first child and takes 14 weeks of paid maternity leave and other types of leave which adds up to her 52 weeks of entitled leave. She comes back to full time service for an additional five months before leaving the permanent ADF to join the Reserves. The member then completes two years of reserve service before applying for maternity leave to have her second child. The member is not entitled to the 14 weeks paid maternity leave as she has broken her full-time service and has not completed a continuous period of 12 months full-time service.

5. A member with less than 12 months' qualifying service before a period of absence may be entitled to salary if she completes the 12 months during the period of absence. She is entitled for any period of absence that meets both of these conditions.
 - a. It starts when she completes 12 months' qualifying service.
 - b. It ends when the member has had 14 weeks' maternity leave.

Example: A member falls pregnant during her first year of service and her compulsory period of absence commences four weeks before she reaches her 12 months' qualifying service. She takes four weeks unpaid maternity leave until her qualifying period is reached. She then takes paid maternity leave for the remaining 10 weeks of her 14 week maternity leave entitlement.

Member starts maternity leave	12 months' qualifying service is reached	Member has had 14 weeks' maternity leave	52 weeks ends
4 weeks	10 weeks	Up to 38 weeks	
Unpaid maternity leave	Paid maternity leave	Unpaid maternity/other leave	

6. A multiple birth or adoption is taken to be a single event.

5.6.14A ...

5.6.15 Maternity leave at half pay

1. If a member is eligible for paid maternity leave under subsections 5.6.14.2 or 5.6.14A.1, the CDF may grant the member a period of paid maternity leave at a rate of one-half the member's salary.
2. A grant of paid maternity leave at a rate of one-half the member's salary has either of the following effects.
 - a. If the grant is for the full period of paid maternity leave — the member will be paid salary at a rate of one-half the member's salary over double the number of weeks of paid maternity leave.

- b. If the grant is for a portion of the full period of paid maternity leave — the member will be paid salary at a rate of one-half the member's salary over double the number of weeks of the portion of paid maternity leave.

Item	If a member applies for half pay for...	then she is entitled to...
1.	the full period of paid maternity leave (maximum of 14 weeks subject to qualifying service) See: Division 1 section 5.6.4, Definition of 'qualifying service'.	28 weeks maternity leave at half pay. The remainder of her maternity leave is unpaid.
2.	6 weeks of the full period (a portion of the full period) of paid maternity leave	8 weeks maternity leave at full pay and 12 weeks at half pay. The remainder of her maternity leave is unpaid.

3. The period that the member receives maternity leave at half pay cannot be more than the period the member takes maternity leave.

5.6.16 Member on Reserve service

A member on Reserve service is not entitled to maternity leave. They are entitled to a 52-week break in their minimum training service obligation, as if they had access to maternity leave.

5.6.17 Second period of maternity leave

1. This section applies to a member who meets both of these conditions.
 - a. The member has been granted maternity leave.
 - b. During the period of the leave, the member qualifies for a second grant of maternity leave.
2. The member is entitled to a second grant of maternity leave. The leave should be worked out under this Part.

5.6.18 Access to other leave

1. A member may substitute recreation leave or long service leave for unpaid maternity leave.

Example: A member may make up a 52-week period of absence in this way.

Start of required absence		End of 52 weeks	
Paid maternity leave	Long service leave	Unpaid maternity leave	Recreation leave
14 weeks	12 weeks	24 weeks	2 weeks

Non-example: The non-example below is not an acceptable alternative. This is because paid maternity leave must be the first 14 weeks of the maternity leave absence.

Start of required absence			End of 52 weeks
Recreation leave	Paid maternity leave	Long service leave	Unpaid maternity leave
2 weeks	14 weeks	12 weeks	24 weeks

2. A member who substitutes other leave for unpaid maternity leave may not extend the total period of maternity leave. The limits in section 5.6.13 continue to apply.

Note: A member on maternity leave is still subject to the recreation leave lapsing provisions in section 5.4.34. It may be in a member's interest to substitute recreation leave for unpaid maternity leave, to prevent it from lapsing.

See: Part 4 Division 7 section 5.4.34, Expiration of recreation leave credits ('leave lapsing')

Note: A member may be entitled to a further 14 weeks' parental leave. This is an unpaid leave type. This would take the total period of absence in this example to 66 weeks.

See: Part 7, Parental leave

5.6.19 Effect of unpaid maternity leave

1. Any period of paid maternity leave is a period of effective service. This includes maternity leave at half pay.
2. Any period of unpaid maternity leave is not a period of effective service.

Note: MSBS members may choose to maintain their superannuation contributions.

See: The Note to Division 4 paragraph 5.6.31.2.b, Maternity leave.

3. A period of unpaid maternity leave has these features.
 - a. It counts as continuous service.
 - b. It will not break continuity of service if the conditions for a particular entitlement are met.
 - c. The member is not required to remain fit or deployable.
 - d. The member continues to receive free medical care. The member is not returned to the payroll for hospitalisation, treatment, illness or medical absence.
 - e. The member keeps their housing assistance.

5.6.20 Resuming duty

1. A member may apply to resume duty on a date after her required absence is completed. The member must apply in writing.

Note: A member and her supervisor should discuss return to duty options when the member puts in her maternity leave application.

2. The member does not have to provide a medical certificate with her application.

Note: Members are advised to make any decision to return to work early based on medical advice.

3. The CDF may give the member permission to resume duty on a date after her required absence is completed.

Note: The CDF may also allow a member to resume duty during her required absence.

See: Division 3 section 5.6.27, Resuming duty during the required absence.

4. The CDF must make a decision on an application under subsection 1 within seven days of receiving it. The member must be told of the decision in writing.

5. ...

5.6.21 Resuming leave

1. This section applies to a member who meets all of these conditions.
 - a. The member has taken maternity leave.
 - b. The member has resumed duty.
 - c. The member wishes to take further maternity leave.
2. If the further maternity leave falls in this period, the member is entitled to take the further leave.
 - a. **From** the day the member first takes maternity leave.
 - b. **Until** the day 52 weeks after the day in paragraph a.
3. If the further leave falls outside the period in subsection 2, the member is not entitled to maternity leave. The member may have access to parental leave.

See: Part 7, Parental leave

5.6.22 Examples

These examples set out some maternity leave scenarios.

Note: Example 4 is allowable but is unusual and would rarely occur.

Example 1:

Start required absence	Birth or termination	End required absence	End 52 weeks
6 weeks	6 weeks	2 weeks	38 weeks
Paid maternity leave	Paid maternity leave	Unpaid maternity leave	

Example 2:

Birth or termination	End required absence	End 52 weeks
6 weeks	8 weeks	38 weeks
Paid maternity leave	Unpaid maternity leave	

Example 3:

Start required absence	Birth or termination	End required absence	Member has permission to resume
5 weeks	6 weeks	3 weeks	12 weeks
Paid maternity leave	Paid maternity leave	Unpaid maternity leave	

Example 4:

Start required absence	Birth or termination	Return to work (with medical certificates and CDF approval)	On leave (various) to end of 52 weeks		
2 weeks	2 weeks	3 weeks	10 weeks	4 weeks	31 weeks
Paid maternity leave	Paid maternity leave	Work	Paid maternity leave	Recreation leave	Unpaid maternity leave

Example 5:

Start required absence	Birth or termination	End required absence	End 52 weeks
6 weeks	6 weeks	2 weeks	33 weeks
Paid maternity leave	Paid maternity leave	Unpaid maternity leave	Recreation leave

Example 6:

Start required absence	Birth or termination	End required absence	End 52 weeks
6 weeks	2 weeks	4 weeks	8 weeks
Paid maternity leave	Paid maternity leave	Half pay maternity leave	Unpaid maternity leave

Division 3: Required absence

5.6.23 Required absence

1. This Division describes the period a member must be away from duty owing to her pregnancy.
2. The purpose of the required absence is to protect a member in the later stages of her pregnancy when she is unlikely to be able to work comfortably. It also assists her to recover from her pregnancy, and to care for her child.
3. A member who is absent during this period will be granted maternity leave. In most cases the required absence will only be part of a member's period of maternity leave. It is not in addition to the 52 weeks' leave.

Exception: Member already on leave without pay, see Division 4.

See:

Division 2, Maternity leave entitlements
Part 10, Leave without pay

5.6.24 Period of required absence

This table sets out the period a member who is pregnant must be absent.

Item	If the member...	then she must be absent...
1.	has a birth or termination earlier than six weeks before the expected date of the birth	for six weeks starting on the date of the birth or termination. See: Division 1 section 5.6.4 for the definition of <i>termination</i>
2.	is still pregnant six weeks before the expected date of the birth	from six weeks before the expected date of the birth, until six weeks after the actual date of the birth or termination.
3.	meets all of these conditions... a. The member is still pregnant six weeks before the expected date of the birth. b. The member is given permission by the CDF to continue to perform duty (see section 5.6.26). c. The member is able to continue working until the date approved by the CDF.	from the end of the day immediately after the day she has permission to work to, until six weeks after the date of the birth or termination.

Item	If the member...	then she must be absent...
4.	meets all of these conditions... a. The member is still pregnant six weeks before the expected date of the birth. b. The member is given permission by the CDF to continue to perform duty (see section 5.6.26). c. The member is not able to continue working until the date approved by the CDF, because the birth or termination happens before that date.	for six weeks starting on the date of the birth or termination.
5.	is given permission by the CDF to return to duty early (see section 5.6.27)	for the period up to the end of the day she has permission to return to duty.

5.6.25 Fitness for duty and the required absence

1. A member cannot be made to go on maternity leave earlier than six weeks before the expected date of birth.
2. A medical officer or doctor may declare a member unfit for duty for reasons related to her pregnancy. In this case, the normal ADF fitness for duty arrangements must apply. They apply until the member is declared fit for duty or her required absence starts.
3. The member may be considered fit for other duties.
4. One of the purposes of maternity leave is to recognise that a member may not be fit for duty because of her pregnancy. If a member is placed on convalescence at the same time as this Part provides for maternity leave, they should happen at the same time.

5.6.26 Continuing to perform duty during the required absence

1. A member may apply to perform duty during the period that would otherwise be her required absence.
 - a. The member must provide a doctor's certificate that states that she will continue to be fit for duty until a nominated date.
 - b. The certificate must be provided at either of these times.
 - i. At least six weeks before the expected date of birth.
 - ii. If she has previously been given permission under this section – on or before the day she already has permission to work to.

2. The CDF may permit a member to continue to perform duty during what would have been her required absence. The permission must be in writing and state the day the permission ends.

Example: A member's required absence is due to start on 1 May. The member is in good health. She provides a medical certificate that states that in the doctor's opinion, she is fit to work until 10 June. The CDF gives her permission to work until 10 June.

Non-example 1: In the example above, the member is working during her required absence. Towards the end of May she is finding work difficult. On 25 May she decides she no longer wants to work. The member should start maternity leave. Other forms of leave are not available to her.

Non-example 2: In the first example, the member is working during her required absence. On 25 May her doctor advises her that due to her pregnancy she should stop working. The member should start maternity leave. Convalescence is not available to her.

3. If the CDF considers it necessary, the CDF may require a supporting certificate by an ADF medical officer. It should state that the member will continue to be fit for duty until a nominated date.
4. A doctor may certify a member unfit for duty for reasons related to her pregnancy. The member may later produce a medical certificate stating that she is fit for duty until a nominated date. In this case, the CDF may consider that certificate under subsection 1.
Note: The member still has access to her compassionate and other leave entitlements as usual.
5. If the CDF has approved a member to continue to perform duty under subsection 2, the member may be granted other leave not related to her pregnancy during that period.

5.6.27 Resuming duty during the required absence

1. A member may apply to resume duty during the period that would otherwise be her required absence. The member must provide a doctor's certificate. It should state that she will be fit to resume duty on a nominated date.
2. The CDF may permit a member to resume duty during what would have been her required absence. The permission should be in writing and state the day the member may resume duty.
3. If the CDF considers it necessary, the CDF may require a supporting certificate by an ADF medical officer. It should state that the member will continue to be fit to resume duty on a nominated date.
4. After the required absence has begun, the member may want to return to duty on a day different from the one already approved. In this case, she must apply to the CDF, for a new decision under subsection 2. The application must be in writing.
5. The CDF must make a decision under subsection 2 on an application under subsection 1 within seven days of receiving it. The member must be told of the decision in writing.

Note: The CDF may also allow a member to resume duty on a date after her required absence is completed.

See: Division 2 section 5.6.20, Resuming duty

Division 4: Member already on leave without pay

5.6.28 Member already on leave without pay

This Division applies to a member who meets both these conditions.

- a. She has been granted leave without pay of more than six weeks.

See: Part 10 Division 1, Leave without pay

- b. She becomes pregnant.

5.6.29 Cancelling the leave without pay

1. If a member has not started the leave without pay, she may cancel her application. The member is then entitled to maternity leave under Division 2.

See: Division 2, Maternity leave entitlements

2. If the member has started the leave without pay, cancelling the application will be of no effect. This Division will continue to apply to her.

5.6.30 Required absence

1. A member on leave without pay must be absent from duty for the period described in Division 3.

See: Division 3, Required absence

2. Part or all of the required absence may fall in the same period as the leave without pay. The member is not entitled to maternity leave for this period.

3. Part of the required absence may fall after the leave without pay has finished. These conditions apply to the member.

- a. The member is entitled to paid maternity leave for this period.

- i. **From** the day after the end of her leave without pay.

- ii. **To** the day no later than 14 weeks after her required absence begins.

Example:

A member had been granted leave without pay from 1 September to 30 June.

The member's expected date of the birth is 1 June. Her baby is born on 8 June. Her required absence is from 20 April (six weeks before the expected date of birth) to 19 July (six weeks after the actual date of birth).

The member must serve her original period of leave without pay. She is entitled to paid maternity leave from 1 July to 19 July.

- b. The member must have completed the period of qualifying service.

See: Division 2 subsection 5.6.14.4, Paid maternity leave

4. The member may apply to resume duty during the period of required absence.

See: Division 3 section 5.6.27, Resuming duty during the required absence

5.6.31 Maternity leave

1. A member this Division applies to is entitled to maternity leave for this period.

- a. **From** the day after the end of her leave without pay.

- b. **To** the day 52 weeks after her required absence begins.

Example:

A member had been granted leave without pay from 1 September to 30 June.

The member's expected date of the birth is 1 June. Her required absence begins on 20 April (six weeks before the expected date of birth). Fifty-two weeks after 20 April is 18 April the next year.

The member is entitled to maternity leave from 1 July to 18 April.

2. These conditions apply to payment of salary during maternity leave.

- a. If the member meets the conditions for paid leave in section 5.6.14, that part of the leave is paid.

See: Division 3, Required absence

- b. All other maternity leave is unpaid.

Note: A member on unpaid leave combined with maternity leave may choose to keep contributing to the Military Superannuation and Benefits scheme. She can choose to contribute for up to nine months, but must do so before the expiration of the period of leave without pay. The full employer benefit for the scheme will be met. The period of unpaid leave counts as eligible service for payment of the retention benefit only if the member makes their election to contribute (and contributed) to the Military Superannuation and Benefits scheme before their period of unpaid leave ends.

- c. Arrangements for the substitution of other leave, and half-pay maternity leave in Division 2 may apply to the member.

See: Division 2

Section 5.6.18, Access to other leave

Section 5.6.15, Maternity leave at half pay

5.6.32 Discretion to vary

1. The CDF may decide that this Division should not apply to a member, or should apply in part.
2. The CDF must consider both these criteria.
 - a. Why the leave without pay was granted.
 - b. If it was granted in the interests of the ADF.

Example: A member is granted leave without pay to accompany her ADF spouse or partner on an overseas posting. During the leave she becomes pregnant. The CDF decides that her leave is in the interests of the ADF, and that full maternity leave should be available.

Non-example: A member is granted leave without pay to establish a small business. During the leave she becomes pregnant. In the CDF's view there is no ADF benefit to the leave. The member's maternity leave must be worked out under section 5.6.30, Required absence.

5.6.33 ...

Part 7: Parental leave

5.7.1 Purpose

Parental leave assists a member and their dependants to spend time with a newborn or adopted dependent child.

5.7.2 Definitions

This table defines a term used in this Part.

Term	Definition in this Division
Salary	The salary and allowances the member would be entitled to if they were on recreation leave for the period. See: Part 4, Recreation leave

5.7.3 Paid parental leave

1. The CDF may grant a member two weeks (14 calendar days) of parental leave with salary if they meet all these conditions.
 - a. They are on continuous full-time service.
 - b. The member becomes the parent of, or takes full parental responsibility for, a newborn or adopted dependent child.
 - c. They are not entitled to paid maternity leave.
- 1A. For the purpose of subsection 1, if a member is on a flexible service determination the member may only be granted paid parental leave for their pattern of service.
2. A member on Reserve service is not eligible for payment of parental leave.
3. Any period of paid parental leave is a period of effective service.
4. A member may apply to take their parental leave at half pay. The CDF may approve the member's application.

See: Section 5.7.6, Time limits on parental leave, for restrictions on how the leave may be taken

Example: A member is eligible for two weeks paid parental leave. The member is granted four weeks' leave at half their normal salary rate.

Note: The member must contribute to superannuation every fortnight that they receive salary. Their contribution rate is not reduced.

5.7.4 Unpaid parental leave – member on continuous full-time service

1. The CDF may grant a member unpaid parental leave if they become the parent of, or take full parental responsibility for, a newborn or adopted dependent child.

Related Information: Section 5.7.5, Parental leave – member on Reserve service, provides separate arrangements for members on Reserve service

Note: This Part can apply to a member who is on maternity leave – see subsection 5.6.18.2.

2. A member's parental leave absence must not total more than 66 weeks.

Examples:

1. A member is granted two weeks parental leave at full pay. The member may be granted up to 64 weeks of parental leave without pay. The total absence is 66 weeks.
2. A member is granted one week of parental leave at full pay, and two weeks of parental leave at half pay. That member may be granted up to 63 weeks of parental leave without pay. The total absence is 66 weeks.
3. A period of unpaid parental leave is not a period of effective service.

Note: Rule 6 of the *Military Super and Benefits Scheme Rules* sets out when a member can pay superannuation contributions during unpaid parental leave.

4. A period of unpaid parental leave has these features.
 - a. The member is not required to remain fit or deployable.
 - b. The member continues to receive free medical care. The member is not returned to the payroll for hospitalisation, treatment, illness or convalescence.
 - c. The member keeps their housing assistance.

5.7.5 Parental leave – member on Reserve service

The CDF may grant a member on Reserve service up to 66 weeks' break in their service obligations if they become the parent of a newborn or adopted dependent child.

5.7.6 Time limits on parental leave

1. Parental leave does not accrue. It must be taken within 66 weeks of the birth or adoption of a member's child.
2. Paid parental leave can only be taken in one of the following ways.
 - a. One unbroken period of up to 14 calendar days at full pay.
 - b. Two separate periods, each of up to seven calendar days at full pay.

Example: A member takes one week of paid parental leave from 1 to 7 August. The member is later granted a second period of paid parental leave, from 1 to 7 September. The member has no further eligibility for paid parental leave.

- c. One unbroken period of up to 28 calendar days at half pay.
- d. Two separate periods, each of up to 14 calendar days at half pay.
- e. One unbroken period of up to seven calendar days at full pay and one unbroken period of up to 14 calendar days at half pay.

Example: A member takes a period of 14 days of paid parental leave from 1 to 14 August at half pay. The member is later granted a second period of seven days of paid parental leave at full pay, from 21 to 27 August. The member has no further eligibility for paid parental leave.

Note: These options reflect the principle that no more than two absences may be granted.

3. Unpaid parental leave can be taken as separate periods of leave.

Example: Within the 66-week maximum period, a member takes three periods of unpaid parental leave – one for 20 weeks, a later period of 10 weeks and period later than that for five weeks.

4. The 66-week maximum period is reduced by any period of leave the member or their **dependants** take under any of these circumstances.
 - a. Parental leave under this Part.
 - b. Maternity leave under Part 6.
 - c. Maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

See: *Maternity Leave (Commonwealth Employees) Act 1973*

Example: A member takes 52 weeks of maternity leave. The maximum parental leave they can take is 14 weeks. This would take the total period of absence to 66 weeks.

5. Two parents of a family may take parental leave together. That is, they are both eligible for a maximum of 66 weeks combined if they meet either of these conditions.
 - a. They are both members.
 - b. One parent is a member and the other is an APS employee.
6. They must take into account any restrictions on the employee under an agreement or workplace agreement.

Example: A member's spouse or partner works in another entity whose agreement provides for 66 weeks' parental leave. Both take 30 weeks' parental leave together after the birth of their child. The member then returns to duty. Their spouse or partner takes their remaining benefit of 36 weeks.

5.7.7 Multiple births or adoption

In this Part, a multiple birth or adoption is taken to be a single event.

5.7.8 How to apply for parental leave

1. A member must apply for parental leave using webform AD097 *ADF leave application*.
2. One leave application may be used for multiple types of leave. However, if different approving authorities are required to sign for the different types of leave, separate leave forms must be used for each type of leave.

Examples: Recreation leave, long service leave, leave without pay.

5.7.9 ...

Part 8: War service leave

Note: For more information on warlike and non-warlike deployments, see Chapter 17, Warlike and non-warlike deployments.

5.8.1 Purpose

War service leave is an additional leave benefit for a member who is on warlike service. It allows them to adjust to living back in Australia and to recover from the demands of that service.

5.8.2 Definitions

This table defines terms used in this Part.

Terms	Definition in this Part
Operational area	a. For overseas service on a deployment. See: Chapter 1 Part 3 Division 1 section 1.3.48 b. For overseas service other than a deployment – the same meaning as in the <i>Veterans' Entitlements Act 1986</i> , section 6. See: <i>Veterans' Entitlements Act 1986</i> .
Warlike service	See: Chapter 1 Part 3 Division 1 section 1.3.79

5.8.3 Members this Part applies to

This Part applies to a member who performs warlike service in an operational area.

5.8.4 War service leave credit

1. A member may accrue war service leave credit for any day they perform warlike service in an operational area.
2. Credit accrues at the rate of 18 days a year, on a pro rata basis. It is processed at the end of each fortnightly pay period, calculated using the method in subsection 3.
3. The amount of a war service leave credit for a fortnightly pay period is calculated using the following table.

Step	Action
1.	Count the number of combined full days and part days the member spent in an operational area while on warlike service during a fortnightly pay period. In this Step, count the following as full days in the operational area. a. Any part days at the beginning or end of the period. b. Any days where the member is absent from the operational area for only part of the day. Do not count any days when the member is absent from the operational area for the full day.
2.	Divide the outcome of Step 1 by 365.
3.	Multiply the outcome of Step 2 by 18 days.
4.	Round the outcome of Step 3 to the nearest two decimal places.

Step	Action
5.	<p>The outcome of Step 4 is the number of days of war service leave the member is to be credited for a fortnightly pay period.</p> <p>Example:</p> <p>A pay period begins on Thursday 9 October and ends Wednesday 23 October. A member spends from midday 17 October to midday 26 October in an operational area on a warlike deployment.</p> <p>Step 1 The member spent 10 days in the operational area, 7 of which were during the pay period. The other 3 days will be credited in the next pay period.</p> <p style="padding-left: 150px;">The part day on 17 October is counted as a whole day.</p> <p>Step 2 7 divided by 365 = 0.01918</p> <p>Step 3 0.01918 multiplied by 18 days = 0.34521 days</p> <p>Step 4 0.34521 days rounded is 0.35 days</p> <p>Step 5 The member may be credited with 0.35 days of war service leave.</p>

Note: War service leave credits are calculated by the PMKeyS personnel management system.

5.8.5 Granting leave

1. The CDF may grant war service leave to a member for a period up to the period of the member's war service leave credit.
2. The member may only be granted a part day of war service leave in combination with a part day of recreation leave.

See: Section 5.8.7, Debiting leave credit

5.8.6 War service leave and other leave

1. If a member takes leave after warlike service, they must take war service leave before recreation leave.
2. While on warlike service in an operational area, the member does not accrue any of the following kinds of recreation leave.
 - a. Additional recreation leave – remote locations within Australia.
See: Part 4 Division 3
 - b. Additional recreation leave – hardship locations overseas.
See: Chapter 16 Part 3
 - c. Additional recreation leave – non-warlike service.
See: Chapter 17 Part 7 Division 3
 - d. Extra recreation leave – arduous or prolonged duty.
See: Part 4 Division 4

3. If eligible, the member may continue to accrue additional recreation leave for sea, field or flying service.

See: Part 4 Division 3, Additional recreation leave

5.8.7 Debiting leave credit

1. At the end of a period of war service leave, a member's war service leave credit must be reduced by the number of days of leave granted. Weekends, public holidays and nonworking periods are not counted.
2. If the member takes payment instead of leave under section 5.8.9, their war service leave credit reduces by the number of days they took pay for instead of leave.
3. If a member has a part-day of war service leave credit, it can be combined with a part day of recreation leave credit in order to provide the member with a whole day of leave credit to take.

Related Information: Part 4, Recreation leave

5.8.8 Salary and allowances during leave

Salary and allowances for a period of war service leave is what a member would receive if they had been taking recreation leave for the period.

See: Part 1 section 5.1.2A, Salary and allowances during leave

See also: Chapter 17 Part 7 Division 1, **Deployment** allowance

5.8.9 Payment instead of leave — during ADF service

1. The CDF may approve payment instead of war service leave to a member who meets both the following conditions.
 - a. The member is not permitted to take the leave for Service reasons.
 - b. The member applies for payment instead of leave.
2. Payment instead of war service leave is worked out in accordance with the following table.

Item	For...	the member is paid...
1.	every five days of war service leave credit	for seven days of salary.
2.	every remaining whole day of war service leave credit	for one day of salary.
3.	remaining part day of war service leave credit	nothing.

Example: A member has 13.25 days of war service leave. This period includes two sets of five days, three remaining whole days, and a part day. The member is paid as follows:

For two periods of five days of leave credit = 2 sets of 7 days, or 14 days

For the remaining 3 whole days = 3 days

For the remaining 0.25 days = nothing

Total = 17 days

The member is to be paid 17 days' salary and allowances. (**See:** Part 1 section 5.1.2A, Salary and allowances during leave)

3. A part day of war service leave credit for which the member is not paid remains in a member's leave balance.

Example: In the example in subsection 2, the member has 0.25 days remaining in their leave balance.

5.8.10 Payment instead of leave — leaving continuous full-time service

1. A member must be paid an amount instead of their war service leave credit in the following situations.

- a. The member leaves the Permanent Forces.

Examples: Resignation, becoming a Reserve member on **continuous full-time service**

- b. The member is a Reserve member and ends a period of **continuous full-time service**.

Note: For benefits when a member dies, see Chapter 11 Part 3.

2. Payment instead of war service leave is worked out in accordance with the following table.

Item	For...	the member is paid...
1.	every five days of war service leave credit	for seven days of salary.
2.	every remaining whole day of war service leave credit	for one day of salary.
3.	remaining part day of war service leave credit	salary for the part of the day.

Example: A member has 13.25 days of war service leave. This period includes two sets of five days, plus a remaining credit of 3.25 days. The member is paid as follows:

For two periods of five days of leave credit = 2 sets of 7 days, or 14 days

For the remaining three whole days of credit = 3 days

For the remaining 0.25 days = 0.25 days

Total = 17.25 days

The member is to be paid 17.25 days' salary and allowances.

See: Section 5.8.8, Salary for leave

5.8.11 How to apply for war service leave

1. A member must apply for war service leave using either of the following processes.
 - a. PMKeyS Self Service.
 - b. Form AD097 ADF leave application, located on webforms.
2. One leave application may be used for multiple types of leave. However, if different approving authorities are required to sign for the different types of leave, separate leave forms must be used for each type of leave.

Examples: Recreation leave, long service leave, leave without pay.

Part 9: Other leave with pay

5.9.1 Overview

This Part sets out eligibility to leave with pay for specific events that happen during a leave year. A leave year is a year beginning on 1 July.

5.9.2 Contents

This Part includes the following Divisions.

Division 1	Introduction
Division 2	Compassionate leave
Division 3	Carer's leave
Division 4	Special leave for private purposes
Division 5	Examination leave
Division 6	Travelling leave
Division 7	Pre-deployment leave
Division 8	Leave to attend civilian court proceedings

Division 1: Introduction

5.9.3 Purpose

A range of leave types are available to a member for specific events that happen during a leave year.

5.9.4 Member this Part does not apply to

This Part does not apply to a member on Reserve service.

5.9.5 Leave not to accrue under this Part

Leave under this Part does not accrue. Leave or other absence that is not taken at the time of the specific event does not attract a credit for later use.

5.9.6 Member on a flexible service determination

For a member on a flexible service determination, leave under this Part can only be taken during the member's pattern of service.

5.9.7 How to apply for leave

1. A member must apply for leave using webform AD097 *ADF leave application*.
2. One leave application may be used for multiple types of leave. However, if different approving authorities are required to sign for the different types of leave, separate leave forms must be used for each type of leave.

Examples: Recreation leave, long service leave, leave without pay.

Division 2: Compassionate leave

5.9.8 Purpose

Compassionate leave gives a member leave when their close relative is seriously ill, very seriously ill or dies.

5.9.9 Definitions

These definitions apply in this Division.

Item	Term	Definition in this Division
1.	Close relative	Any of the following people: a. The member's parent, brother, sister, child, dependant, spouse or partner. b. The parent or child of the member's spouse. c. The parent or child of the member's partner. d. If the member's spouse or partner is also a member, a dependant of the member's spouse or partner. e. Any other person approved by the CDF as a close relative of any of the following people. i. The member. ii. The member's spouse or partner. f. In making a decision under paragraph e the CDF must consider the following. i. Any kinship obligations or child-rearing practices of the member's traditional culture. ii. Any other relevant factor.
2.	Serious illness	Means the same as item 1 of the table in section 1.3.72. See: Chapter 1 Part 3 Division 1 section 1.3.72, Serious illness
3.	Very serious illness	Means the same as in section 1.3.78. See: Chapter 1 Part 3 Division 1 section 1.3.78, Very serious illness

5.9.10 Compassionate leave

1. The CDF may grant up to five days of compassionate leave in a leave year, for any of these situations.
 - a. A close relative has died.
 - b. A close relative is seriously ill.
 - c. A close relative is very seriously ill.

2. These conditions apply to a grant of compassionate leave.

- a. Only days that would otherwise be duty count towards the five days.
- b. Leave may be taken in broken periods.

Example: A member's mother-in-law dies. The member chooses to take three days of leave to travel and attend the funeral. Later in the same leave year the member's sister is very seriously ill. The member may be granted no more than two days of compassionate leave.

3. The CDF may grant additional compassionate leave to a member. The CDF must consider these factors.

- a. The member's circumstances.
- b. The reasons the member gives for their request.

Example 1: A member may need to travel to get to a remote area.

Example 2: A member's mother-in-law dies. The member chooses to take three days of leave to travel and attend the funeral. Later in the same leave year the member's sister is very seriously ill. She is in hospital in a remote area. The member is granted seven days of compassionate leave to travel to the sister and be with her.

Division 3: Carer's leave

5.9.11 Purpose

Carer's leave gives a member leave to care for and support their dependants when they are sick or injured, or affected by an unexpected emergency.

Note: An unexpected emergency under this Division only relates to the care or support of a dependant. For other emergency situations, assistance may be provided under Chapter 8 Part 5.

See: Chapter 8 Part 5, Emergency Support for Families Scheme

5.9.12 Carer's leave

1. A member may be granted carer's leave by a supervisor in their direct chain of command. The supervisor must be at one of these ranks or higher.

- a. Warrant Officer Class 2.

- b. APS 4.

2. Carer's leave may be granted to a member in any of the following circumstances.

Note: A member with dependants (unaccompanied) may be granted carer's leave for any of the circumstances under this subsection. This recognises that the member would live with their family but for the temporary separation from their dependants.

See also: Chapter 9 Part 3 Division 4, Reunion travel for members

- a. The member is to provide direct care and support to a sick or injured dependant who lives with them, and who they normally look after.

Example 1: A member lives with their child. The child gets sick and needs to be looked after. The member may be granted carer's leave.

Example 2: A member's partner has a planned surgical procedure, such as a caesarean section, and requires care and support at home after the operation. The member may be granted carer's leave.

Example 3: A member's partner has emergency surgery. The member may be granted carer's leave.

- b. The member provides direct care and support to a dependant who lives with them because another resident dependant, who would normally look after that dependant, is sick or injured.

Example: A member lives with their spouse and baby. The member's spouse or partner usually looks after the baby while the member works. If the spouse is sick the member may be granted carer's leave to look after the baby.

- c. The member provides direct care and support to a dependant who lives with them, and who they normally look after, when the dependant is affected by an unexpected emergency.

Example: A member has a three year old child who is usually looked after by a baby-sitter. The baby-sitter has called in sick and the member is unable to make suitable arrangements for childcare for the day. The member may be granted carer's leave to care for his child.

Non-example: A member has a six year old child in school. The school has a scheduled pupil-free day for teacher professional development. As the member had notice of the pupil-free day and it is not unexpected, carer's leave is not granted for this day.

3. These conditions apply to a grant of carer's leave.

- a. A member may be granted up to 10 working days of carer's leave in a leave year.
- b. Only days that would otherwise be duty count towards the 10 days.
- c. Leave may be taken in broken periods.

Example: A member's child is too sick for school from Friday until Tuesday morning. The member usually works Mondays to Fridays. The member uses two days of carer's leave to care for the child on Friday and Monday. The member still has another eight days of carer's leave for later in the leave year, should the member need it.

- d. Documentary evidence must be provided to support any application for a period of carer's leave that is longer than three consecutive working days, for the circumstances under paragraph 2.a or 2.b.

Example: Medical certificate.

- e. The member's supervisor may request supporting documents for a period of carer's leave of less than the three days to confirm that the use of the carer's leave is consistent with the circumstances for which it was granted.
- f. Carer's leave for an unexpected emergency under paragraph 2.c, may only be granted for a maximum of two days for each occurrence.

4. The following positions may grant a member a period of additional carer's leave, if the member has already been granted 10 days of carer's leave in the leave year.

- a. Director General Navy People.
- b. Director General Personnel – Army.
- c. Director General Personnel – Air Force.

5. When making the decision under subsection 4, the decision maker must consider the following matters.

- a. Whether the member has another form of paid leave available to them.

Example: Recreation leave.

- b. The availability of other care which the member may use.

Division 4: Special leave for private purposes

5.9.13 Member this Division applies to

This Division applies to these members.

- a. The CDF.
- b. The Vice Chief of the Defence Force.
- c. A Service Chief.

5.9.14 Special leave for private purposes

1. If a member's recreation leave credit expires under section 5.4.34, an approving authority may grant them a period of special leave for private purposes equal to the period of recreation leave credit that expires.

See: Part 4 Division 7 section 5.4.34, Expiration of recreation leave credits ('leave lapsing')

2. The maximum period of leave that may be granted to the member is 30 days in any leave year. This is unless an approving authority decides otherwise.
3. This table sets out who has the authority to approve special leave for private purposes.

Item	If the member is the...	then the approving authority is the...
1.	CDF	Minister.
2.	Vice Chief of the Defence Force or a Service Chief	CDF.

Division 5: Examination leave

5.9.15 Examination leave

1. The CDF may grant a member up to forty hours leave in a leave year to attend examinations for a course of study.
- 1A. Examination leave and another type of leave may not be granted on the same day.
Exception: Short absence may be granted on the same day as examination leave.
2. The course of study must be one for which the member received Commonwealth financial assistance to pay fees.
3. The forty hours leave do not include Saturdays, Sundays and public holidays.
4. Examination leave may only be granted for the specific hours of the examination and a reasonable period for local travel to and from the examination.

Division 6: Travelling leave

5.9.16 Purpose

Travelling leave may be available to a member who is granted travel at Commonwealth expense for longer than 12 hours. It allows the member to spend all of a recreation or compassionate leave period at the leave destination, no matter what the location.

5.9.17 Member this Division applies to

1. This Division applies to a member who undertakes any of the following kinds of travel at Commonwealth expense.
 - a. Recreation leave travel taken in Australia only.
See: Chapter 9 Part 4 Division 1
 - b. Compassionate travel.
See: Chapter 9 Part 3 Division 8
 - c. Pre-deployment leave travel.
See: Chapter 9 Part 4 Division 2
 - d. Travel for removal purposes in Australia.
See: Chapter 9 Part 2 Division 3
 - e. Return travel to Australia from a deployment using relief out-of-country travel fare assistance provided under Chapter 17.
See: Chapter 17 Part 7 Division 4, Relief out-of-country fare assistance
2. Travelling leave is granted only for the period that the member would take to travel by the most economical means.

Example: A member undertakes compassionate travel from Exmouth WA to Hobart. Travelling leave is granted for the period of travel by air.

See: Chapter 9 Part 1, Basic travel benefits

5.9.18 Benefit

1. The CDF may grant a member travelling leave up to the period worked out under subsection 2 below. The period includes Saturdays, Sundays and public holidays.
2. This table sets out how much travelling leave the member is eligible for.

Item	If the member's travel period (in hours) is...	then they are eligible for a maximum period of travelling leave of...
1.	12 or more but less than 36	one day.
2.	36 or more but less than 60	two days.
3.	60 or more but less than 84	three days.

Item	If the member's travel period (in hours) is...	then they are eligible for a maximum period of travelling leave of...
4.	84 or more but less than 108	four days.
5.	108 or more but less than 132	five days.
6.	132 or more but less than 144	six days.

3. This subsection applies to a member serving in an overseas location who travels at their own cost between that location and Australia while on compassionate leave. In this case, the CDF may grant them travelling leave up to the period worked out under subsection 2.
4. For subsection 3, travelling leave is granted for both of these periods.
 - a. From the time of departure from the overseas location to first port of call in Australia.
 - b. From the time of departure from Australia to arrival at the overseas location on the return journey.
5. If leave destinations are not connected by a rail service, travelling leave may be granted as set out in subsection 2 based on the shortest journey time of a scheduled coach service.
6. This subsection applies to a member of the Navy who travels at Commonwealth expense for recreation leave. If their travelling time by the most direct normal means of travel is more than 48 hours, then they must not be granted leave under this Division for such travel more than once in a leave year.
7. For a member travelling on a journey to or from Australia on relief out-of-country travel fare assistance, the period of travelling leave is a form of additional recreation leave. It is taken on occurrence and does not accrue as a leave credit.

Division 7: Pre-deployment leave

5.9.19 Purpose

Pre-deployment leave allows a member going on duty to a prescribed area overseas to finalise their personal affairs and make their farewells before they leave Australia.

See: Chapter 17, Warlike and non-warlike deployments.

5.9.20 Definition

This table defines a term used in this Division.

Term	Definition in this Division
Prescribed area	a. An operational area, or b. another defined area approved by the Minister.

5.9.21 Benefit

The CDF may grant a member pre-deployment leave of up to seven days. This period includes weekends and public holidays. The CDF must consider the operational situation.

5.9.22 Conditions of benefit

1. The member may be granted pre-deployment leave only if the intended period of service in a prescribed area is at least six months.
2. Pre-deployment leave is only granted inside six weeks of the expected date of deployment.

Exception: The CDF may approve earlier leave in special cases.

Examples: The member is getting married or attending the birth of their child.

3. A member may be granted recreation leave with pre-deployment leave.
4. The member will be notified if pre-deployment leave is available as part of the conditions of service package for the deployment.

5.9.23 Member of the Reserves

A member of the Reserves on continuous full-time service may be eligible for pre-deployment leave. To qualify, their period of continuous full-time service must begin more than 12 weeks before the expected date of deployment.

Division 8: Leave to attend civilian court proceedings

5.9.24 Attendance at court proceedings

1. A member appearing for the Commonwealth in court proceedings is treated as being on duty.

Note: A member of the ADF is exempt from jury duty.

2. In any other case where the member is attending a court or tribunal proceeding, the CDF may grant short absence from duty or leave without pay.

Example: A member who witnesses a motor vehicle accident and is required to give evidence for the prosecution or the defence.

Non-example: A member who is not officially called by the court to appear as a witness and has not provided written evidence for the case.

Part 10: Leave without pay

5.10.1 Purpose

This Part sets out how a member may take absence from duty when they wish to continue to serve in the ADF but no other leave type meets their needs.

5.10.2 Contents

This Part includes the following Divisions.

Division 1 Leave without pay

Division 2 ...

Division 3 ...

Annex 5.10.A Allowances and reimbursements during leave without pay

Division 1: Leave without pay

5.10.3 Purpose

Leave without pay allows a member to take leave when no other leave type is suitable.

5.10.4 Grant of leave without pay

1. The CDF may grant a member a period of leave without pay on the member's application.

Note: For a member on Reserve service, this means permission to interrupt their training obligations.

2. A period of leave without pay must not be longer than two years, unless section 5.10.5 applies.
3. For subsection 1, the CDF must consider all of these criteria.
 - a. The purpose and length of the period of leave.
 - b. The operational efficiency of the ADF.
 - c. The member's length of service.
 - d. The extent and appropriateness of any other leave available to the member.
 - e. The nature of any training or study that the member intends to undertake during the period.
 - f. The likelihood of the member resuming continuous full-time service at the end of the period.
 - g. The personal circumstances of the member or their dependants.
 - h. Any employment approved for the member under Part 7 Chapter 3 of the Military Personnel Policy Manual, as published on 6 April 2017.
 - i. Any other factor relevant to the application for leave.

Example: Lack of suitable child care facilities at a posting location.

4. Leave without pay must not be used for unpaid maternity leave.

Example: A member takes 12 weeks' paid maternity leave, then 40 weeks as unpaid maternity leave, not leave without pay.

See: Part 6, Maternity leave

5.10.5 Leave without pay to accompany spouse or partner on posting

1. This section applies to a member who meets all these conditions.
 - a. They have a spouse or partner.
 - b. The member's spouse or partner is also a member.
 - c. The member is granted a period of leave without pay to accompany the spouse or partner to a new posting location.
2. The member's period of leave ends on the earlier of these two days.
 - a. The day a suitable posting becomes available for the member at that location.
 - b. The day their spouse or partner's posting ends.

5.10.5A ...

5.10.6 Allowances during leave without pay

1. A member granted leave without pay under this Division is not eligible for an allowance during the period of leave. This is unless subsection 2 applies.
2. The CDF may approve payment of an allowance during all or part of a period of leave without pay.
3. For subsection 2, the CDF must consider all of these criteria.
 - a. Whether it would severely disadvantage a member or their dependants if they ceased to be eligible for an allowance listed in Annex 5.10.A during a period.
See: Annex 5.10.A, Allowances and reimbursements during leave without pay
 - b. The member's eligibility for the allowance immediately before the period of leave and whether the allowance would have continued if they were not on leave.
 - c. The personal circumstances of the member or their dependants.
 - d. The nature and status of any claim by the member against the Commonwealth for compensation or veterans' entitlement.
 - e. Any other factor relevant to the member's eligibility for the allowance.
4. In this section, allowance includes reimbursement for costs paid.

Example: Reimbursement of education costs for a child.

5.10.7 Effects on other conditions of service – summary

1. Periods of leave without pay do not count as qualifying service for any of these benefits.

Item	Benefit	See
1.	Salary increments	Chapter 3 Part 2 Division 3
2.	Recreation leave, if the leave without pay is more than 24 hours	Part 4 section 5.4.8
3.	Long service leave, if the leave without pay is not for illness and is more than three months	Part 5 Division 3 paragraph 5.5.18.b

Note: Leave without pay may affect the qualifying service period and a member's service credit under the Defence Home Ownership Assistance Scheme.

See: *Defence Home Ownership Assistance Scheme Regulations 2008*

2. This subsection applies to either of these periods of leave without pay.
 - a. A period longer than 21 consecutive days.
 - b. A period totalling more than 21 days, if the member takes leave without pay immediately before or after another period that salary is not payable for.

Example: Absence without leave, custody, imprisonment.

3. The periods in paragraphs 2.a and 2.b do not count as qualifying service for any of the following.
 - a. Defence Force Retirement and Death Benefit (DFRDB) purposes. There is still cover for invalidity benefits during the period.
 - b. Gratuities on retirement or invalidity under the *Defence Force Retirement and Death Benefits Act 1973*.
See: Chapter 2 Part 3 Division 2, Gratuities on retirement and invalidity
 - c. A Defence Service Home Loan, for a member who must serve an initial qualifying period to get a loan.
 - d. A benefit under the *Veterans' Entitlements Act 1986*. After qualifying for benefits under the Act, a member has no cover under the Act for an injury or illness that happens during leave without pay.

4. Leave without pay may affect maternity leave entitlements.

See: Part 6
Division 2 section 5.6.18, Access to other leave
Division 4, Member already on leave without pay

5. Continuity of service for a particular benefit will not be broken by leave without pay if the conditions for the benefit are met.
6. A member continues to be entitled to medical and dental treatment at Commonwealth expense while they are on leave without pay. They are not entitled to salary while they are in hospital, undergoing medical treatment, or on convalescence or absence for illness.

7. A member is not covered by compensation legislation for injuries they suffer during a period of leave without pay.
8. A member's furniture and effects are not to be stored at Commonwealth expense for the period of leave without pay.
9. A member on leave without pay has no eligibility for compassionate or carer's leave. This is because they are already on leave.
10. Leave without pay may affect qualifying service for the Military Superannuation and Benefits Scheme (MSBS) retention benefit.

See: Chapter 3 Part 5

Division 1, Military Superannuation And Benefits Scheme retention benefit – overview

Division 2, Bonus framework

11. A member on leave without pay is not required to stay fit or deployable.

5.10.8 Payment of charges to the Commonwealth

1. A member must continue to pay the Commonwealth for services or facilities they continue to receive while they are on leave without pay.

Example: Contributions for Service residences, rent allowance or living-in accommodation and meals. Higher rates of member contributions may apply.

See: Chapter 7

Part 4 Division 4 section 7.4.27, Member on leave without pay (living-in accommodation)

Part 6 Division 8 section 7.6.50, Member on leave without pay (Service residences)

Part 8 Division 5 section 7.8.34, Member on leave without pay (rent allowance)

Part 9 Division 1 section 7.9.5, Casual meal charges

2. A member who has been granted leave without pay must notify the Defence Housing Australia in writing. This allows the member to arrange housing contribution payments during the leave.

Division 2: ...

Division 3: ...

Annex 5.10.A: Allowances and reimbursements during leave without pay

See: Part 10 Division 1 section 5.10.6

This table sets out some of the benefits that may be payable during a period of leave without pay.

Item	Benefit type	Specific allowance or reimbursement
1.	Benefits relating to regular accommodation costs	a. Rent allowance b. Temporary accommodation allowance
2.	ADF district allowance and similar allowances	a. ADF district allowance b. Port Wakefield allowance
3.	Removal benefits	a. Disturbance allowance b. Indemnity for loss or damage arising from removal within Australia c. Reimbursement of expenses for pet relocation
4.	Education assistance	a. Reimbursement in place of eligible child's scholarship b. Reimbursement of education costs for child
5.	Miscellaneous benefits	a. Reimbursement for extra risk insurance expenses b. Home purchase or sale expenses allowance c. Separation allowance

Part 11: Short absence

5.11.1 Overview

1. This Part sets out when a member may be granted short periods of absence in particular circumstances. The grant of this kind of absence is at the discretion of the approver listed for the specific circumstances of the absence.
2. Short absence is different from other kinds of leave for these reasons.
 - a. It is for short, informal periods of time off duty.
 - b. It does not accrue for particular service and cannot be kept for later use.
 - c. It is for situations where other kinds of leave may not be available or appropriate.
3. Command power may be used to grant this form of absence for situations not set out in this Part.

5.11.2 Contents

This Part includes the following Divisions.

- | | |
|------------|------------------------------------|
| Division 1 | Short absence from duty |
| Division 2 | Short absence for removal purposes |

Division 1: Short absence from duty

5.11.3 Purpose

Short absence from duty has the following purposes.

- a. For the member to rest and recover from long or unusual duty.
- b. For the member to attend to urgent personal matters if Service requirements prevent them from dealing with the matter without the short absence.

5.11.4 Decision-maker and time limits

1. In this Division, a decision-maker is a person who can approve short absence from duty because they meet the conditions set out in subsections 2, 3 or 4.
2. A person who meets both the following conditions is the decision-maker for up to three consecutive working days of short absence.
 - a. They are a supervisor in the member's direct chain of command.
 - b. They are not below the following rank or APS classification.
 - i. Warrant Officer Class 2.
 - ii. APS 4.
3. A person who meets both these conditions is the decision-maker for up to five consecutive working days of short absence.
 - a. They are in the member's direct chain of command or supervision.
 - b. They are not below the following rank or APS classification.
 - i. Major.
 - ii. APS 6.
4. A person who meets both these conditions is the decision-maker for up to 20 consecutive working days of short absence.
 - a. They are in the member's direct chain of command or supervision.
 - b. They are not below the following rank or APS classification.
 - i. Brigadier.
 - ii. SES Band 1.
5. ...

5.11.5 Approval of absence

1. A decision maker may grant a member short absence from duty if they consider that both the following conditions are met.
 - a. The member needs the absence for either of the following reasons.
 - i. To rest and recover from long or unusual duty.
 - ii. To attend to urgent personal matters. This is only if Service requirements prevent the member from dealing with the matter without the short absence.

Non-examples: Short absence cannot be granted for any purpose other than the two listed above. Examples of other reasons where short absence from duty cannot be granted are as follows.

- i. As a reward for a job well done.
 - ii. To attend to urgent personal requirements when there was no Service requirement stopping the member from doing the task in their own time.
 - b. There is no form of leave that can reasonably be used to provide the member with leave for the period. In considering what is reasonable the following considerations are relevant.
 - i. It is not reasonable to grant a member short absence from duty for an urgent personal matter if the member has recreation or other paid leave available.
 - ii. Leave without pay does not need to be considered.

See: Part 10 Division 1, Leave without pay

- iii. Any other factors relevant to the reasonable use of leave.

Examples:

- i. Recreation leave might be reasonable in a range of situations, for example if a member has a recreation leave credit and who needs to attend to a personal issue.
 - ii. Carer's leave is reasonable to use to care for a sick dependant.
 - iii. Maternity or parental leave is reasonable to use following the birth of a child.

Non-example: Recreation leave would not be reasonable for a member who needs to be absent for less than a day. Recreation leave cannot be granted for less than a day.

2. Short absence from duty may not be granted for a period immediately before or after a period of recreation leave unless either of the following conditions are met.
 - a. The decision maker considers that exceptional circumstances apply.
 - b. Section 5.11.6 applies.

See: Section 5.11.6, Short absence from duty and additional recreation leave.

3. If a member is on a flexible service determination, leave under this Part can only be granted a short absence from duty for a period during the member's pattern of service.

5.11.6 Short absence from duty and additional recreation leave

1. The additional conditions in this section apply if short absence is sought in relation to activity for which a member was granted additional recreation leave.
2. Short absence from duty may not be granted for the member to recover from the activity, unless both the following conditions are met.
 - a. The member will use all the additional recreation leave before the member takes the short absence from duty.
 - b. The decision-maker believes the additional recreation leave is not enough for the member to recover from the rigours of the activity.

Example: A member performs field service and accrues two days of additional recreation leave. The member's supervisor believes the member needs three days of recovery time. No other appropriate leave exists. The member's supervisor grants one day of short absence from duty.

See: Section 5.11.5, Approval of absence. The rules in that section must also be met before a member can be granted short absence from duty with additional recreation leave. This includes the requirement that no other appropriate leave is available.

5.11.7 Conditions on grant of absence

1. If short absence from duty is granted in relation to a Service event or activity, it must be taken as soon as Service requirements allow after the event or activity.

Related Information: Paragraph 5.11.1.2.b provides that short absence cannot accrue to be taken at a later date.

Example: A member cannot take short absence from duty straight after an event due to debriefing requirements. The debriefing takes two days. After the debriefing the member can be approved short absence from duty, if the member still needs to rest and recover.

Non-example: A member would like to "save" their short absence from duty. They hope to use it for a family function a week after the event that the absence was granted for. The member is not granted short absence from duty, as the absence must be taken as soon as Service requirements allow.

2. Two periods of short absence from duty are not to be granted for one event.
3. The member or their supervisor must record any period of short absence from duty that is one day or more on PMKeyS. Recording the short absence from duty may be done before or after the period of absence.
4. The amount to be recorded is the duration of the absence, rounded down to the nearest whole day.

Example: A member is granted one day, five hours of short absence from duty. One day is recorded on PMKeyS.

Division 2: Short absence for removal purposes

5.11.8 Purpose

Short absence for removal purposes allows a member time to carry out a variety of removal tasks.

5.11.9 Approval of absence

1. A member may apply for short absence for removal purposes.
2. A person who meets both the following requirements may decide to grant a member a short absence for removal, up to the limits set out in section 5.11.10.
 - a. The person is the member's supervisor in the member's direct chain of command or supervision.
 - b. They are not below the following rank or APS classification.
 - i. Warrant Officer Class 2.
 - ii. APS 4.
3. ...

5.11.10 Conditions on grant of absence

1. The decision-maker must consider whether it is reasonable to grant the absence under section 5.11.9, having regard to operational needs.
2. The following table sets out how much short absence can be granted to a member for each removal.

Item	If the member's removal is...	then they may be granted short absence of...
1.	between locations	two consecutive days at each location.
2.	within the same location	three days in total.

3. The member may be granted one additional day consecutive to another day of short absence, if the decision-maker considers it reasonable.
4. The member may take the absence on dates agreed with the decision-maker under section 5.11.9.

Part 12: Public holidays – Australia

5.12.1 Public holidays

1. A member performing duty in Australia must observe certain days as public holidays, unless required for duty.
2. A member is eligible for the same public holidays as an APS employee of the Department of Defence, at the location where the member performs duty.

Note: APS employees of the Department of Defence are eligible for other specified leave days and a Christmas stand-down, as well as public holidays. This subsection only refers to those days listed as public holidays.

See: Section 5.12.3, Christmas stand-down, for details of short absence when not required for duty granted to members over the Christmas period.

3. A member might be performing duty away from their posting location. They observe a public holiday at the location where they are actually performing duty.

Example: A member posted to Wagga Wagga travels to Melbourne on temporary duty from 1 to 7 November. The member observes Melbourne Cup Day while in Melbourne.

4. A member on recreation leave will not have their leave credit debited for public holidays that occur during the leave period. The public holidays observed will be those at the location where the member normally performs duty.
5. A member on a flexible service determination may only observe those public holidays that fall within the working days in their pattern of service.

5.12.2 Substitution of public holidays

1. A member may apply to the CDF to substitute a different day for a public holiday that they would otherwise observe.
2. In deciding whether to grant the member's application, the CDF must consider both of these criteria.
 - a. Any Service requirement that the member remain on duty that day.
 - b. If the substitute day is of cultural or religious significance to the member.

5.12.3 Christmas stand-down

1. Members are not required to attend for duty during the following periods.
 - a. 22 December 2018 – 1 January 2019 inclusive.
 - b. 21 December 2019 – 1 January 2020 inclusive.
2. The periods in subsection 1 include public holidays that fall within the period.
3. A Commanding Officer may determine that the member must perform duty on a day listed in subsection 1. The Commanding Officer should consider if there are pressing operational, preparatory or safety needs that prevent the member from being absent.

4. Absences are treated in accordance with the following table.

Item	If the day...	the day is to be...
1.	is a public holiday	granted under section 5.12.1. See: Section 5.12.1, Public holidays
2.	is not a public holiday	treated as short absence when not required for duty.

Related Information: Chapter 15 Part 1 section 15.1.5, Christmas stand-down, for arrangements that apply to members overseas

Part 13: Cancellation of, or recall from, leave

5.13.1 Purpose

A member may be paid an amount for costs resulting from either of these events.

- a. They are recalled from an approved period of leave.
- b. Their approved period of leave is cancelled.

Note: Members should be recalled from leave for operational reasons only. Payments under this Part are an operational cost.

See: Part 4 Division 7 section 5.4.35, Re-credit of recreation leave

5.13.2 Basis

1. The basis of this condition is that a member should be reimbursed for costs associated with a recall from leave.
2. There are two types of costs.
 - a. Travel costs, in some circumstances.

Examples: The cost of changing a return flight, additional fare charges.
 - b. The cost of services that could not be used because of the recall.
3. The member can only be reimbursed the costs of the portion of a holiday that was not used.
4. The member can only be reimbursed costs that were not recoverable in other ways.
5. It is not compensation for the inconvenience of the recall.

5.13.3 Payment for costs

Payment for costs when leave is cancelled or a member is recalled is in these sections.

Item		Section
1.	Member is recalled from posting location	5.13.4
2.	Member is temporarily recalled from leave location	5.13.5
3.	Costs where member is recalled from holiday location	5.13.6
4.	Costs where member's leave is cancelled before it starts	5.13.7

5.13.4 Member is recalled from posting location

1. This section applies to a member who meets all these conditions.
 - a. The member is on leave.
 - b. The member has not left their posting location.
 - c. The member is recalled to duty.
2. The member has no eligibility for recall costs.

5.13.5 Member is temporarily recalled from leave location

1. This section applies to a member who meets all of these conditions.
 - a. The member is on leave.
 - b. The member is away from their posting location because of the leave.
 - c. The member is temporarily recalled to duty.
 - d. The member intends to return to the leave location at the end of the recall period.

Example: A member is posted to Canberra, and is on holiday in Cairns. The member is recalled to duty to deal with an emergency. As the recall period is short, the member and family decide that the member will return to Canberra alone, and return to Cairns to resume the holiday as soon as possible.

2. The CDF may pay a member an amount to recognise the following costs associated with the recall.

- a. Transportation costs for the member for the journey from the leave location, and return. This is duty travel.

Example: Return fares or vehicle allowance.

See: Chapter 9 Part 6, Vehicle allowance

- b. Additional transportation costs for dependants. Approval may only be given on the condition that the member is a parent, and that the dependants return with the member.

Example: Children may not be left at a holiday location unsupervised, and may need to return with the member.

Non-example: Adult dependents may have no need to return with the member.

- c. Accommodation expenses for the journey from the leave location, and return. This may only be paid if an overnight break is justified. This includes dependants' accommodation expenses, if their travel was approved.
- d. Meal expenses during the journey. This includes dependants' meal expenses, if their travel was approved.

- e. Other holiday items that the member had paid for but was not able to benefit from, due to the recall.

Example: A member is recalled to duty and breaks their holiday for four days, including travelling time. The member had rented a beach house for the holiday and during the recall it was empty. The member may be paid an amount to cover rent during the four-day period.

Non-example: A member is recalled to duty and breaks their holiday. The member returns to duty alone. The member's dependants remain in the holiday accommodation. The member has had the benefit of the accommodation expense.

- f. Other unavoidable costs to do with the recall from leave.

Examples: Telephone, facsimile or email costs.

- 3. In assessing the amount of payment under subsection 2, the CDF must consider these criteria.

- a. The time available for the return journey.
- b. The number of people who were required to return.
- c. The amount of money the member had spent on holiday items that the member was not able to benefit from.

Example: The member may give the CDF receipts or a statutory declaration. These could show the amount spent on holiday items.

- d. If the costs are recoverable by other means.

Example: Travel insurance

5.13.6 Costs where member is recalled from holiday location

- 1. This section applies to a member who meets all of these conditions.
 - a. The member is on leave, and living away from their posting location.
 - b. The member is recalled to duty.
 - c. The member ends the leave to return to duty.

Example: A member is on holiday away from home. The member is recalled to duty to deal with an unexpected crisis. The member must cancel the rest of the holiday.

2. The CDF may pay the member an amount to recognise the following costs associated with the recall.

- a. Additional transport costs due to the early return. Payment may also be made for dependants' additional transport costs, if they return with the member. If transport costs were an expected or ordinary part of the return duty they will not be paid.

Example: A member is on a package tour and is recalled from leave. The tour operator offers the member a flight back, using the unused fares of the tour as part-payment. The member must pay an additional fee. This additional fee may be reimbursed to the member.

Non-example: A member and her family drive to their destination for a camping holiday. The member is recalled, and the whole family drives home. As the drive cost no more than it would have cost had the member finished the holiday, no transport costs are paid to the member.

See: Chapter 9 Part 6, Vehicle allowance

- b. Accommodation expenses for the return journey, if a break is justified. This includes dependants' accommodation expenses, if they return with the member.
- c. Meal expenses during the journey. This includes dependants' meal expenses, if they return with the member.
- d. Other holiday items that the member had paid for but was not able to benefit from, owing to the recall.

Example: A member is recalled to duty a week before their holiday was due to end. The member had prepaid for accommodation, a day's fishing tour, and an afternoon of horse riding. The owner of the stables gave the member a full refund. The fishing tour operator gave the member a half refund. The member had no right to any accommodation refund. The payment to the member may recognise the cost of a week's accommodation and half the cost of the fishing tour.

Non-example 1: A member is recalled to duty. The member's dependants remain in the holiday accommodation and continue their plans while the member returns to duty alone. The member has had the benefit of the accommodation expense.

Non-example 2: A member is on holiday in a country that experiences civil unrest. The member and family stay in their hotel for safety. The ADF then recalls all members in that country. Only costs for items the member did not use after they had left the country due to the recall can be reimbursed. Items not used because it was not safe to leave the hotel are the member's loss.

- e. Other unavoidable costs to do with a recall from leave.

Examples: Telephone, facsimile or email costs.

3. In assessing the amount of payment under subsection 2, the CDF must consider all these criteria.
 - a. The time available for the return journey.
 - b. The number of people who returned.
 - c. The amount of money the member had spent on holiday items that the member was not able to benefit from.
 - d. If the costs are recoverable by other means.

Example: Travel insurance
 - e. Whether it was practical for the member to restart the holiday.

5.13.7 Costs where member's leave is cancelled before it starts

1. A member may be reimbursed certain costs if their leave is cancelled before it begins. The leave must have been formally approved. The cancellation must be for Service reasons.
2. The costs must not be recoverable by other means.
3. These costs may be reimbursed.
 - a. Accommodation deposits or tariffs.
 - b. Fares or fare deposits.
 - c. Other unavoidable costs to do with a recall from leave.

Examples: Telephone costs, email costs, fees charged by travel agents.

Note: No amount can be refunded to compensate a member for lost frequent flyer points. This is because they have no monetary value.

See: To claim costs of travel when leave has been cancelled see section 5.13.8, Claiming and acquitting.

5.13.8 Claiming and acquitting

1. The member must fill in webform Form AD388, *Application for compensation resulting from cancellation or recall from leave* to claim reimbursement under this Division.
2. The member's unit is to forward the completed claim form to the appropriate approving authority. The address is detailed in the instructions on the form.
3. The member must include documents with the claim form that show the following matters.
 - a. Details of any advance received.
 - b. Evidence of costs.
 - c. Evidence of any attempts at reimbursement from a booking or insurance company, and whether any reimbursements were made.
 - d. Evidence of the approved leave.
 - e. Either of the following.
 - i. Evidence of the cancellation of an approved grant of leave.
 - ii. Evidence of the recall from an approved grant of leave.

5.13.9 Re-credit of leave

1. Leave not used by a member as a result of a recall from leave order will be re-credited.
See: Part 4 Division 7 section 5.4.35, Re-credit of recreation leave
2. Additional leave travel may be granted if the conditions in Chapter 9 Part 4 Division 1 are met.
See: Chapter 9 Part 4 Division 1, Recreation leave travel