



**OFFICE OF THE OFFICIAL SECRETARY
TO THE GOVERNOR-GENERAL**

**ENTERPRISE AGREEMENT
2015-2018**





DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Office of the Official Secretary to the Governor-General
(AG2015/7016)

OFFICE OF THE OFFICIAL SECRETARY TO THE GOVERNOR- GENERAL ENTERPRISE AGREEMENT 2015-2018

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 6 JANUARY 2016

*Application for approval of the Office of the Official Secretary to the Governor-General
Enterprise Agreement 2015-2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Office of the Official Secretary to the Governor-General Enterprise Agreement 2015-2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Office of the Official Secretary to the Governor-General. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 6 January 2016 and, in accordance with s.54, will operate from 13 January 2016. The nominal expiry date of the Agreement is 5 January 2019.



COMMISSIONER

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TO THE GOVERNOR-GENERAL**

**ENTERPRISE AGREEMENT
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PART A – AGREEMENT

1. Title

- 1.1 This Enterprise Agreement, made under s172 of the *Fair Work Act 2009* for the employees of the Office of the Official Secretary to the Governor-General (the Office), will be known as the *Office of the Official Secretary to the Governor-General Enterprise Agreement 2015-2018*.

2. Values and Code of Conduct

- 2.1 The Values and Code of Conduct outlined below apply to all employees of the Office.

Values

- (a) Impartial – The Office is apolitical and provides the Government with advice that is frank, honest, timely and based on the best available evidence;
- (b) Committed to service – The Office is professional, objective, innovative and efficient and works collaboratively to achieve the best results for the Australian community and the Government;
- (c) Accountable – The Office is open and accountable to the Australian community under the law and to Government and the Parliament;
- (d) Respectful – The Office respects all people, including their rights and heritage.
- (e) Ethical – The Office demonstrates leadership, is trustworthy, and acts with integrity, in all that it does.

Code of Conduct

Employees of the Office must:

- (a) behave honestly and with integrity;
- (b) act with due care and diligence;
- (c) treat everyone with respect and courtesy and without harassment of any kind;
- (d) not provide false or misleading information in response to a request for information that is made for official purposes;
- (e) comply with any lawful and reasonable direction given by someone in the Office who has authority to give the direction;
- (f) comply with all policies and guidelines issued by the Official Secretary for the operations of the Office;
- (g) maintain appropriate confidentiality in all matters regarding Australian honours and awards and the Governor-General, their family, guests and visitors;
- (h) disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment;
- (i) use Commonwealth resources in a proper manner;
- (j) not make improper use of inside information, or their duties, status, power or authority in order to gain, or seek to gain, a benefit or advantage for themselves or any other person;
- (k) at all times present and behave in a way that upholds the high integrity and good reputation of the Office;
- (l) while on duty interstate or overseas behave at all times in a way that upholds the good reputation of Australia and the Office; and

- (m) comply with all applicable Australian laws. For this purpose; Australian law means:
 - (i) any Act or any instrument made under an Act; or
 - (ii) any law of a State or Territory including any instrument made under such a law.

2.2 Where it has been determined that an employee has breached the Code of Conduct in accordance with the Office guidelines the Official Secretary may impose sanctions on the employee for that breach, including but not limited to the following:

- (a) a reprimand;
- (b) reduction in salary;
- (c) return of the employee to their home department;
- (d) re-assignment of duties;
- (e) reduction in classification; or
- (f) termination of employment.

3. Operation of the Agreement

- 3.1 This Agreement will commence seven days after approval by the Fair Work Commission (FWC).
- 3.2 The nominal expiry date of this Agreement will be the date that is three years after the date of commencement of this Agreement.

4. Parties and coverage

4.1 This Agreement is made under s172 of the *Fair Work Act 2009*. It applies to and covers the Official Secretary to the Governor-General (on behalf of the Commonwealth) and the Office and will apply to and cover:

- (a) the Official Secretary to the Governor-General; and
- (b) employees employed under the *Governor-General Act 1974*.

4.2 This Agreement does not apply to:

- (a) Senior Executive Service and equivalent employees;
- (b) employees who are party to an AWA made before the date of this Agreement; and
- (c) employees in the Office whose salary is paid by another agency.

5. Variations to Agreement

- 5.1 Any variations to this Agreement will be made pursuant to s207 to s218 of the *Fair Work Act 2009*.

6. Policies and Guidelines

- 6.1 The operation of this Agreement is supported by policies, procedures and guidelines. These policies, procedures and guidelines do not form part of this Agreement. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

- 6.2 The Office and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.

7. Closed and Comprehensive Agreement

- 7.1 It is agreed that this Agreement operates to the exclusion of any and all other agreements and/or awards, and states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law or at common law.

- 7.2 It is acknowledged that employment is subject to the following Acts (and regulations or instruments made under the Acts), amongst others:

- *Governor-General Act 1974*
- *Archives Act 1983*
- *Crimes Act 1914*
- *Public Governance, Performance and Accountability Act 2013*
- *Fair Work Act 2009*
- *Fair Work Regulations*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation (Productivity Benefit) Act 1988*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Work Health and Safety Act 2011*
- *Racial Discrimination Act 1975*
- *Sex Discrimination Act 1984*
- *Human Rights and Equal Opportunity Commission Act 1986*
- *Disability Discrimination Act 1992*

8. Individual Flexibility Arrangements

- 8.1 The Official Secretary and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
- (b) the arrangement meets the genuine needs of the Office and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Official Secretary and employee.

8.2 The Official Secretary must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under s194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The Official Secretary must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the Official Secretary and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
 - (iv) states the day on which the arrangement commences.

8.4 The Official Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Official Secretary or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement;
or
- (b) if the Official Secretary and employee agree in writing — at any time.

9. Authorisations

9.1 The Official Secretary may authorise an employee(s) to exercise any of his/her powers under this Agreement by written instrument including any conditions applying to the exercise of those powers.

10. Procedures for Preventing and Settling Disputes

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

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

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

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

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

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

10.5 While the parties are trying to resolve the dispute using the procedures in this clause:

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

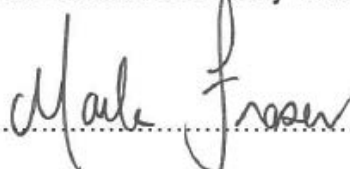
10.6 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

11. Formal Acceptance of the Agreement

This Agreement is made under s172 of the *Fair Work Act 2009*.

By signing below, the Office of the Official Secretary to the Governor-General and parties bound by this Agreement, signify their agreement to its terms.

Office of the Official Secretary to the Governor-General

Signed..........Date.....14/12/15.....

Name: Mark Fraser
Capacity: Official Secretary
Address: Government House
Dunrossil Drive
Yarralumla ACT 2600


Union

Signed for, and on behalf of, the Community and Public Sector Union, as a Bargaining Representative

Signed..........Date.....15th December 2015.....
Name.....BETH VINCENT-PIETSCH, DEPUTY SECRETARY CPSU.....

Office of the Official Secretary to the Governor-General Bargaining Representatives

Signed..........Date.....14/12/15.....
Name Petre Krsteski

Signed..........Date.....14/12/15.....
Name Mark Maddock

PART B – PRODUCTIVE CHANGE AND PERFORMANCE

Section 1 Productivity

12. Salary Increases

- 12.1 Employees will receive a salary increase of 2% effective from the first full pay period after commencement of this Agreement.
- 12.2 Employees will receive a salary increase of 1.5% effective from the first full pay period 12 months after commencement of this agreement.
- 12.3 Employees will receive a salary increase of 1% effective from the first full pay period 24 months after commencement of this Agreement.

Section 2 Framework for performance management and development

13. Performance Management

- 13.1 The Office's Performance Support Framework will apply to all employees. The cycle will begin on 1 June and end on 31 May of the following year.
- 13.2 Salary advancement is dependent on achieving satisfactory performance which is reflected in a rating of 'Meets Job Requirements'.

14. Managing Under-Performance

- 14.1 Where an employee is assessed as unsatisfactory under the Office's Performance Support Framework or has been identified as not meeting required standards of work, the Official Secretary may initiate an under-performance process in accordance with the Office's Guidelines for Managing Under-Performance.

15. Fitness for Continued Duty

- 15.1 Where an employee's health may be affecting their work performance or the safety of themselves or others, action may be taken in accordance with the Office's Policy on Rehabilitation and Fitness for Duty.

PART C – SUPPORTIVE WORK ENVIRONMENT

16. Working from Home

- 16.1 Home based work arrangements; either on a full-time or part-time basis may be entered into at the discretion of the Official Secretary in accordance with the Office Home Based Work policy.

17. Employee Assistance Program

- 17.1 The Office will provide employees with access to confidential professional counselling to assist with work or personal issues through its Employee Assistance Program. The aim of the program is to support employees and help them to resolve personal or work related issues.

18. Professional Membership Fees

18.1 The Office recognises the value to be obtained where employees are members of professional associations which are directly related to their role within the Office. Reimbursement of fees for membership of professional associations may be made where:

- (a) membership of a professional association is a requirement under State or Territory laws for an employee to undertake their responsibilities for the Office; or
- (b) where the Official Secretary is of the opinion that membership of a professional association would provide a real and distinct benefit for the Office.

18.2 Renewal of such memberships for individual employees will be considered on a year-by-year basis.

PART D – WORKPLACE PARTICIPATION

19. Consultation

19.1 This term applies if the Office:

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

19.2 For a major change referred to in subclause 19.1(a):

- (a) The Office must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 19.3 to 19.9

19.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

19.4 If:

- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Office of the identity of the representative; the Office must recognise the representative.

19.5 As soon as practicable after making its decision, the Office must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Office is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purpose of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

19.8 If a clause in the Enterprise Agreement provides for a major change to the program, organisation, structure or technology in relation to the Office, the requirements set out in subclauses 19.2(a), 19.3 and 19.5 are taken not to apply.

19.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

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

19.10 For a change to regular roster or ordinary hours of work as referred to in subclause 19.1(b)

- (a) The Office must notify the relevant employees of the proposed change; and
- (b) Subclauses 19.11 to 19.15 apply.

19.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

19.12 If:

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

the employer must recognise the representative.

19.13 As soon as practicable after proposing to introduce the change, the Office must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of discussion – provide to the relevant employees :
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Office reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Office reasonably believes are likely to affect the employees; and

- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

19.16 In this clause *relevant employees* means the employees who may be affected by the major change referred to in subclause 19.1.

20. Workplace Consultative Committee and Workplace Health and Safety Committee

20.1 The Workplace Consultative Committee (WCC) and the Workplace Health and Safety Committee (WHS) will continue to facilitate communication and consultation with employees, and where employees choose, their representatives.

PART E – EMPLOYMENT ARRANGEMENTS

Section 1 Employment

21. Categories of Employment

21.1 The Official Secretary may engage employees in one of the following ways:

- (a) on a full-time or part-time basis for a fixed term of 5 years (long-term contract) (the usual basis of engagement is 5 years); or
- (b) on a full-time or part-time basis for a specified term or for the duration of a specified task;
- (c) on a full-time or part-time basis for a fixed term of up to 12 months (short-term contract); or
- (d) on an irregular or intermittent basis on either a long-term or short-term contract (casual contract).

21.2 If the Official Secretary proposes to extend the existing long-term contract, the negotiation process for extension of the contract will commence 6 months prior to the expiry date of the contract and be completed no later than 8 weeks before contract expiry.

21.3 Nothing in this clause limits the power of the Official Secretary to employ persons on any other basis the Official Secretary deems appropriate.

21.4 Where a continuous employee accepts a contract of employment for a fixed term, the employee's status will be determined in accordance with that contract and the employee will forfeit their continuous employment status.

22. Part-time Employees

22.1 A part-time employee is defined as an employee who works a specified number of hours set in accordance with the requirements of the Office, but whose hours are less than the number of hours specified for a full-time employee.

- 22.2 Remuneration and other employment conditions are calculated on a pro-rata basis for part-time employees. For allowances of a reimbursable or expense related nature part-time employees receive the same amount as full-time employees.

23. Employees Engaged on a Casual Contract

- 23.1 An Employee engaged on an irregular/intermittent basis as a casual, will only be paid for the hours that they are required to work, and will receive a 25% loading on their pay in lieu of all paid leave entitlements (excluding Long Service Leave) and public holidays on which the employee is not rostered to work.

24. Outside Employment

- 24.1 Outside employment includes both paid as well as unpaid work. Generally, Office employees should not seek outside employment if it would conflict or be perceived to conflict with their official duties or is likely to affect their ability to perform their official duties.
- 24.2 Employees are required to notify the Official Secretary if they intend to engage in outside employment, so that the Official Secretary is able to decide whether there is any incompatibility between the outside employment and the employee's duties in the Office. In making a decision, the Official Secretary will balance the Office's interests and the employee's rights.
- 24.3 The Official Secretary may also agree to outside employment conditional on satisfactory performance of official duties.
- 24.4 An employee engaged in outside employment should inform the Office if the nature or circumstances of the approved outside employment changes or their official duties change, which could give rise to a conflict of interest with the outside employment.
- 24.5 The Official Secretary may issue further policy and guidelines on outside employment.

25. Probation

- 25.1 New employees are engaged on probation for the period stipulated in their offer of employment contract. The maximum probationary period will be six months but the Official Secretary may extend this period by a period of three months in exceptional circumstances.
- 25.2 The performance of an employee on probation will be assessed under the Office's Performance Support Framework. Employees on probation are excluded from the Office's policy and guidelines for managing under-performance.
- 25.3 Where the employee's performance, attendance or conduct is not rated as satisfactory within the initial probationary period or any extended period, the Official Secretary may terminate an employee's contract.

26. Termination during Probationary Period

- 26.1 On termination by the Official Secretary within the probationary period, an employee shall be entitled to one week's notice or one week's payment in lieu of notice except where the employee has been terminated for a breach of the Office's Code of Conduct.

27. Resignation from the Office

- 27.1 An employee who wishes to resign must tender their resignation to the Official Secretary in writing.
- 27.2 The period of notice of resignation must be at least four weeks for Executive Level employees and three weeks for other employees. The Official Secretary may agree to a shorter period of notice or may waive the notice period.
- 27.3 The employee's resignation will take effect from the date advised by the employee once the Official Secretary has formally accepted the resignation. The resignation cannot be withdrawn once accepted, unless there are exceptional circumstances.

28. Review of Decisions to Terminate Employment

- 28.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- (a) the *Fair Work Act 2009*;
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) common law.
- 28.2 Termination of, or a decision to terminate employment, cannot be reviewed under the preventing and settling disputes/review of actions procedures addressed in Part A and Part K of this Agreement.
- 28.3 Nothing in this Agreement prevents the Official Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009* subject to compliance with the procedures established by the Official Secretary for determining whether an employee has breached the Code of Conduct.

Section 2 Organisational Arrangements

29. Classification Structure

- 29.1 The classification structure comprises eight grades; each defined by occupation-specific skill sets identifying minimum skill and/or qualification requirements for the work performed at each grade.
- 29.2 The work level standards established by the Office for each grade of the classification structure may be varied from time-to-time by the Official Secretary in consultation with the Workplace Consultative Committee to ensure they remain appropriate to the work level requirements of the Office. Disputes concerning work level standards may be dealt with under clause [75](#), in the first instance.

30. Qualifications

- 30.1 Where the Official Secretary considers it necessary or desirable that positions within the Office be staffed by employees with specific qualifications, or where qualifications are required under relevant State or Territory laws, the possession of such qualifications will be essential for employees recruited to those positions.

PART F – REMUNERATION

31. Salary Rates

- 31.1 The salary rates payable to Office employees through this Agreement are set out in Appendix 1 – Salary Rates
- 31.2 The remuneration framework established in this Agreement provides for the following percentage increases to the rates of pay as set out in Appendix 1 – Salary Rates:
- 2% effective from the first full pay period after commencement of this Agreement
 - 1.5% effective from the first full pay period 12 months after commencement of this Agreement
 - 1% effective from the first full pay period 24 months after commencement of this Agreement.
- 31.3 Advancement between salary pay points in each classification will be dependent on achieving a performance rating of 'Meets Job Requirements'. Further information is available in the Office's Performance Support Framework Policy.
- 31.4 Where the Official Secretary approves salary retention for an employee, the following arrangements will apply:
- (a) the employee will continue to receive the salary rate otherwise payable to the employee at the date of the decision to pay salary retention;
 - (b) any increase in remuneration that would otherwise be payable for their classification under this Agreement shall not apply; and
 - (c) the employee will continue to receive the salary retention rate until such time as the amount of remuneration they would otherwise be entitled to under the Agreement exceeds their salary retention rate.

32. Superannuation

- 32.1 Salary for superannuation purposes will include salary, Duty Allowance, Return to Duty Allowance and Inconvenience Allowance.
- 32.2 If an employee exercises choice of superannuation fund, the Office will pass on the full amount of funding received as employer contributions to the superannuation fund of their choice. The amount of employer contributions will be consistent with the rate stipulated in the PSSap deed. At the time of lodgement of this Agreement, the amount of PSSap employer contribution rate is 15.4%.

33. Salary Payment

- 33.1 Employees will be paid fortnightly, in arrears, and the fortnightly rate of pay will be based on the following formula:

$$\text{Fortnightly Pay} = \frac{\text{Annual Salary} \times 12}{313}$$

- 33.2 An employee will have their salary paid fortnightly in arrears by electronic funds transfer into an approved financial institution account of their choice.

34. Salary on Engagement

- 34.1 Employees commencing with the Office, and existing employees who are offered a contract at a higher classification within the Office, will commence at the base pay point for the relevant classification unless a higher pay point is approved by the Official Secretary on the basis of established qualifications, skills and experience.
- 34.2 At the discretion of the Official Secretary, an employee commencing with the Office whose salary in their previous agency (current salary) exceeds the current rate the employee would otherwise be entitled to under this Agreement, may be maintained on their current salary if approved by the Official Secretary until such time as their salary differential is absorbed by Office pay increases.
- 34.3 The determination of the employee's salary on commencement must occur at the same time as the approval of the person for the position and not otherwise.

35. Duty Allowance

- 35.1 Where the Official Secretary determines that a particular position is required to work regularly beyond the normal hours set for that classification, the Official Secretary may approve the payment of a Duty Allowance.
- 35.2 The Duty Allowance will be an annual amount payable on a fortnightly basis to cover all entitlements, which might otherwise be claimable in respect of overtime, Restriction Allowance and Inconvenience Allowance. The rate of Duty Allowance is 17.5% of the employee's salary.

36. Return to Duty Allowance

- 36.1 The Return to Duty Allowance will be an annual amount payable on a fortnightly basis in lieu of Restriction Allowance to cover the requirement for Property employees designated by the Official Secretary who may regularly be required to return to duty without notice in the event of an emergency. The rate per annum shall be increased in accordance with the pay increases as specified in clause [12](#) of this agreement. Overtime in accordance with clause [36](#) is still claimable.

37. Overtime

- 37.1 Overtime is available to employees at classification GHO Levels 1-6 and who are not in receipt of Duty Allowance..
- 37.2 Subject to clause [46](#) overtime is payable where:

- (a) prior approval has been given by the Official Secretary;
- (b) an employee is required to work outside the employee's standard hours and he/she has worked the number of standard hours for that day; and
- (c) the employee does not have a flextime debit at the time.

37.3 An employee may be required to work a reasonable amount of overtime where there is a pressing operational need, taking into account the employee's personal circumstances and the nature of the operational need.

37.4 Overtime will be paid in arrears at the rate of time and a half for all overtime worked from Monday to Sunday inclusive.

37.5 If an employee works overtime on a public holiday, the employee will be paid at time and a half for overtime worked within their standard working hours (as the employee will have already been paid for the public holiday in their base salary), and at double time and a half for work performed outside their standard working hours.

37.6 Unless otherwise approved by the Official Secretary, where an employee is required to work additional hours outside the employee's standard working hours, including hours outside the applicable bandwidth, and the employee has a flex-leave debit; the additional hours worked will firstly be applied to the flex-leave debit at the single time rate.

37.7 The minimum overtime payment for duty that is not continuous with normal work is three hours. For the purposes of determining whether an overtime attendance is or is not continuous with normal work, meal periods will be disregarded.

37.8 Notwithstanding anything elsewhere contained in this clause, where an employee is called to duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment for such duty is two hours.

38. Inconvenience Allowance

38.1 The Official Secretary may determine (set, vary or remove) an Inconvenience Allowance for certain positions based on an assessment of the requirements of the position to work irregular times during the day, be recalled to perform work or have breaks during the day so as best to meet the operational needs of the Office.

38.2 The rate of remuneration and any conditions applying to the payment of the Inconvenience Allowance will be that amount set out at Appendix 2 – Inconvenience Allowance, until otherwise varied in accordance with the provisions of this clause.

39. Temporary Performance at a Higher Classification Level

39.1 Where the Official Secretary temporarily assigns an employee to a position at a higher classification level in the Office he/she will be paid at the base salary pay point applicable to the higher position. The Official Secretary may agree to the conduct of a performance assessment of the employee

against the tasks and responsibilities of the higher classified position and, where this performance assessment justifies a payment above the base salary pay point within the classification pay structure, the Official Secretary may approve the payment at this higher rate.

- 39.2 An employee shall not be remunerated for temporarily performing the duties of a higher classified position except where the period of placement is five or more consecutive working days.
- 39.3 Where the Official Secretary temporarily assigns an employee to another position and that position is one which would attract a Duty Allowance or Return to Duty Allowance, the Official Secretary may approve the payment of such allowance where the vacancy is five or more consecutive working days and in accordance with clauses [34](#) and [35](#).
- 39.4 Further information is provided in the Office policy on Classifications, Remuneration and Allowances.

40. Salary on Reduction

- 40.1 Where an employee agrees, in writing, to temporarily or permanently perform work at a lower classification level, the Official Secretary may determine in writing that the employee will be paid a rate of salary applicable to that lower classification level.

41. Flexible Remuneration (Salary Packaging)

- 41.1 Salary packaging is available on a salary sacrifice basis to employees subject to relevant legislation. Further information is provided in the Office's guidelines on Flexible Remuneration (Salary Packaging). Employees will be able to package all salary and allowances payable as salary except that any compulsory superannuation contribution will still be required to be paid by the employee.
- 41.2 Any Fringe Benefits Tax and administrative costs incurred as a result of the employee's salary packaging arrangements will be met by the employee. Where employees take up the option of salary packaging, the employee's pre-sacrifice salary will be salary for all purposes including superannuation.

42. Termination Payments

- 42.1 Where an employee ceases employment with the Office, the employee will receive payment in lieu of unused Annual Leave accruals. This payment will be based on the employee's rate of salary and allowances at the cessation date. Where the employee is on higher duties, the payment of that higher salary and allowances will only be paid for the period of higher duties that had been approved.

43. Recovery of Moneys Owed to the Office

- 43.1 The Official Secretary may recover all or part of any debt owed to the Office by an employee at termination of their employment in accordance with the Office Accountable Authority Instructions and Financial Management Guidelines.

- 43.2 The Official Secretary may approve the repayment of overpaid entitlements by instalments.

44. Payment on Death

- 44.1 Where an employee dies, or the Official Secretary can reasonably presume an employee died on a particular date, the Official Secretary may authorise the payment of the amount to which the former employee would have been entitled had they ceased employment on resignation or retirement. Payment may be made to the partner or the dependants of the former employee, or the former employee's personal legal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative.

PART G – WORKING ARRANGEMENTS

45. Hours of Duty

- 45.1 Employees will work standard hours on the basis of 75 hours in a two week settlement period effective from the first full pay period after approval of this Agreement.
- (a) Household employees are required to work rostered hours or such other time as is required to meet the service obligations of the Office; and
- (b) an employee in receipt of an Inconvenience Allowance in lieu of penalty rates may have their hours of work on any day broken by an unpaid period off duty of up to five hours.
- 45.2 Subject to subclause [46.1](#), an employee working outside standard hours who is not in receipt of Duty Allowance, shall be working overtime and shall be entitled to be paid or to receive time off in lieu in accordance with clause [36](#).

46. Bandwidth

- 46.1 Standard hours for employees other than household staff shall be worked within the bandwidth of 7.00am to 7.00pm, Monday to Friday.
- 46.2 Starting and finishing times within the bandwidth specified in subclause [45.1](#) are to be determined for an individual work area by the Branch Director, after consultation with the employees within the work area.

47. Averaging of hours of work

- 47.1 The Official Secretary may approve a request from an employee for the averaging of hours of work over a specified period. In deciding whether to approve such an application the principal consideration will be the impact on operational requirements and will be in accordance with s63 of the *Fair Work Act 2009*.

48. Recording Attendance

- 48.1 Employees will each day record their actual times of arrival and departure. The manner of recording attendance will be determined by the Official Secretary. Attendance records will be available to supervisors at all times.

49. Requirement to take a break after 5 hours work

- 49.1 Employees shall not work more than 5 hours without a meal break of at least 30 minutes.

50. Flexible Working Arrangements

- 50.1 Eligible employees may request flexible working arrangements in accordance with s65 of the *Fair Work Act*.

51. Flextime

- 51.1 Flextime provisions apply to full-time and part-time GHO Levels 1-6. These provisions do not apply to casual employees or to those employees in receipt of a Duty Allowance or Inconvenience Allowance. An employee may take up to one working week of flex in one settlement period.
- 51.2 Flextime Arrangements for full-time employees will be based on a 7 hour 30 minute working day. For part-time employees, flextime arrangements will be based on the hours included in the employee's part-time work arrangement.
- 51.3 Full-time employees may carry a maximum flextime credit of 40 hours at the end of a settlement period. The flextime credit available to part-time employees is subject to the provisions of clause [21.2](#).
- 51.4 Full-time employees may carry over a maximum of 15 hours flex debit from one settlement period to the next. The flextime debit available to part-time employees is subject to the provisions of clause [21.2](#).
- 51.5 Unless otherwise approved under clause [46.1](#), flex credits cannot be accumulated outside the flextime bandwidth hours. Where employees are required by supervisors to work outside the bandwidth hours, overtime is payable.
- 51.6 A full-time employee may not carry over in excess of 40 hours flextime credit at the end of any Settlement Period unless:
- (a) They have brought the matter to the attention of their manager prior to the end of the Settlement Period; and
 - (b) The manager and the employee have put in place a strategy to reduce the credit below 40 hours prior to the end of the next Settlement Period.
- 51.7 Further information is provided in the Attendance, Leave & Time Management Policy.

52. Rest Relief

- 52.1 Employees who work more than three consecutive hours of overtime will be entitled to an eight hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
- 52.2 Employees will be entitled to a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for 10 hours.

- 52.3 These provisions do not apply to employees travelling overseas or domestically with the Governor-General.

53. Travel Allowance

- 53.1 The Office will meet the cost of air travel, public transport, hire car or private car as appropriate and approved, where travel is undertaken for business purposes. The Office will cover the reasonable costs of accommodation, meals and incidentals. Further information is available in the Travel Policy.

54. Working Arrangements for Employees in Receipt of Duty Allowance

- 54.1 The Official Secretary may approve that an employee in receipt of Duty Allowance have flexible working and attendance arrangements, including time-off-in-lieu of additional hours having regard to operational requirements.

55. Public Holidays

- 55.1 Employees will be entitled to the employee's base rate of pay for the employee's ordinary hours of work on a day or part-day identified as a public holiday under s115 of the *Fair Work Act 2009*.
- 55.2 An employee's base location for work purposes is the employee's normal work location. Where an employee has been required to work from a different location, the new location will be the employee's base location for work purposes.
- 55.3 If under a state or territory law, a day or part day is substituted for one of the public holidays identified under s115 of the *Fair Work Act 2009*, then the substituted day or part day is the public holiday.
- 55.4 Employees at the Office will observe the first working day after Boxing Day as if it were a public holiday. Overtime and penalty payments for this day will be at the public holiday rate.
- 55.5 Where a public holiday falls on a day that a part-time employee does not regularly work, or on a day that a casual employee is not rostered to work, those employees will not be entitled to payment for that day.
- 55.6 Where there is prior agreement between an employee and the Official Secretary, a cultural or religious day of significance to the employee may be taken with pay and the time made up as agreed with the supervisor, without entitlement to payment for the additional duty.
- 55.7 Employees required to work interstate when there is a public holiday in their home state are entitled to time-off-in-lieu calculated on the basis of hours worked.

56. Annual closedown

- 56.1 The Office is minimally staffed over the Christmas/New Year period. Employees will be provided with paid time off for the days between

Christmas and New Year's Day which would otherwise be ordinary working days. Employees who are rostered on to work on the specified days will be provided with the choice of:

- a) time off in lieu (TOIL), at single time rate, to be taken at an alternative time agreed between the employee and their Branch Director, or
- b) to be paid overtime, as per clause [36](#).

PART H – ALLOWANCES AND OTHER PAYMENTS

57. Workplace Support Payment

57.1 Workplace support payment for the amount of \$22 per fortnight, for the duration of this agreement, will be paid to:

- (a) An employee who possesses a current senior first aid certificate (from an approved provider) and who is designated by the Official Secretary to undertake first aid responsibilities within the Office.
- (b) An employee designated by the Official Secretary to undertake the role of Fire Warden. This clause will not apply to employees whose normal duties include this role.
- (c) An employee selected as Health and Safety Representative under s60 of the *Work Health and Safety (Commonwealth Employment) Act 2011*.
- (d) An employee selected as a Workplace Consultative Committee Representative.

57.2 Where an employee undertakes more than one of the Workplace Support roles identified in this clause only one payment of the Workplace Support Payment is payable.

57.3 The Workplace Support Payment will not count for superannuation purposes. Unless otherwise required by legislation, the Workplace Support Payment will not be included in payments for accrued leave on cessation of employment or where Annual Leave is cashed out under clause [62](#).

58. Overtime Meal Allowance

58.1 A meal allowance will be available to employees required to work paid overtime for a continuous period of at least three hours which extends over or into any of the following meal periods:

7:00am to 8:30am, 12:00noon to 2:00pm, 7:00pm to 7:30pm and
12:00midnight to 1:00am.

58.2 This allowance does not apply to employees in receipt of Duty Allowance, Inconvenience Allowance or Restriction Allowance.

59. Restriction Allowance

59.1 The Official Secretary may direct an employee to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty.

59.2 Where the Official Secretary requires that an employee be contactable and available to work for a specified period, the employee will be paid

Restriction Allowance at the rate of \$5.25 for each hour he/she is required to be contactable and available for work.

- 59.3 Where an employee who has been restricted is required to perform duty, he/she will be paid in accordance with clause [36](#), except that the minimum payment will be one hour where the employee is not recalled to the workplace and two hours where the employee is recalled.
- 59.4 Where the employee is recalled to the workplace, the time spent on duty and time spent travelling to and from the workplace will be included in the calculation of the amount of overtime payment. An employee is not eligible to be paid Restriction Allowance for the period where the employee is in receipt of the Duty Allowance or Return to Duty Allowance.

60. Representational Clothing

- 60.1 The Official Secretary may reimburse clothing purchases to identified employees who are required to maintain dress standards relevant to their official duties.

PART I – LEAVE ENTITLEMENTS

61. Leave - General Provisions

- 61.1 All deductions of leave credits will be based on the employee's standard working hours.
- 61.2 Where a public holiday falls during a period when an employee is absent on a prevailing type of leave (such as leave without pay, long service leave, maternity leave etc.) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is at half pay).
- 61.3 Leave credits will be reinstated and Personal/carer's leave, compassionate/bereavement leave or community service leave (non-discretionary types of leave) granted subject to available credits where an employee produces evidence while on Annual Leave, Purchased Leave, Long Service Leave or flex-leave.

62. Annual Leave

- 62.1 The Official Secretary will approve a period of Annual Leave where an employee has available credits, subject to operational requirements.
- 62.2 Employees are entitled to a total of 4 weeks' (20 days) Annual Leave credits for each completed year of service or a pro-rata amount where the period of service is less than one year. This does not apply to casual employees who receive the 25% loading.
- 62.3 Annual Leave accrues progressively and can be accessed as it accrues.
- 62.4 All unauthorised absences will reduce the number of working days to count as service.

- 62.5 Employees on worker's compensation leave for more than 45 weeks will have Annual Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 62.6 Where the Official Secretary cancels approved Annual Leave without reasonable notice, the Official Secretary will approve the reimbursement of reasonable travel and incidental costs not otherwise recoverable under any insurance or from any other source.
- 62.7 There is no provision to advance an Annual Leave credit that has not accrued.
- 62.8 Annual Leave accruals will be paid in lieu to an employee on separation from the Office, or in the case of death, in accordance with clause [43](#).
- 62.9 Annual leave on half-pay (50%) may be granted at the discretion of the Official Secretary and will be determined on a case by case basis subject to operational requirements, and available leave credits (noting that the annual leave credits will only be deducted at half the duration).

63. Cashing Out of Annual Leave Credits

- 63.1 The Official Secretary may agree to an employee's request to 'cash out' up to two weeks of Annual Leave in each calendar year in conjunction with the taking of at least one week of Annual Leave by paying the employee the value of the leave to be cashed out.
- 63.2 Annual leave cannot be cashed out if the cashing out would result in the employee's remaining entitlement being less than 4 weeks. Each cashing out must be by separate agreement in writing between the Official Secretary and the employee.
- 63.3 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has cashed out.

64. Personal/Carer's Leave

- 64.1 An employee is entitled to take Personal/Carers Leave where the employee is;
- (a) ill or injured;
 - (b) required to provide care or support for a member of the employees family or household because of a personal illness or injury of the member or an unexpected emergency of the member; or
 - (c) for compassionate or bereavement purposes.
- 64.2 The taking of Personal/Carer's Leave is subject to the Official Secretary's approval.
- 64.3 For each year of service with the Office employees are entitled to 20 days personal/carers leave. An employee's entitlement to Personal/Carer's Leave accrues progressively during a year of service according to the employee's hours of service and accumulates from year to year.

- 64.4 Employees engaged on a short-term contract are entitled to access Personal/Carer's Leave on a pro-rata basis in accordance with subclause [63.3](#).
- 64.5 Where Personal/Carer's Leave is taken for compassionate or bereavement leave purpose, the maximum period that can be taken is 5 days for each occasion. Personal/Carer's Leave cannot be used for compassionate or bereavement purposes if it would be detrimental to an employee in any respect, when compared to the National Employment Standards under the *Fair Work Act 2009*. Where an employee has insufficient personal carer's leave credits available (less than 10 days), the Official Secretary will approve 3 days paid leave per occasion when a member of the employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life or dies.
- 64.6 An application for Personal/Carer's Leave for a period of 4 or more consecutive days shall be accompanied by a certificate from a registered health practitioner or medical service provider or other suitable supporting evidence.
- 64.7 An application for Personal/Carer's Leave shall, where an employee has taken 10 days Personal/carer's Leave in that year without a medical certificate, be accompanied by a certificate from a registered health practitioner or medical service provider.
- 64.8 The Official Secretary may also require a medical certificate or other suitable supporting evidence at any time where there is doubt that the absence is consistent with the purposes specified in subclause [63.1](#).
- 64.9 An employee absent from the workplace on account of Personal/Carer's Leave shall inform their supervisor as soon as is practicable and, in any event, before the normal commencing time of work.
- 64.10 The Official Secretary may approve an employee accessing Personal/Carer's Leave on half-pay (noting that leave credits will only be deducted at half the duration).
- 64.11 A period of Personal/Carer's Leave counts as service for all purposes except in the following circumstances:
- (a) if a medical certificate or other evidence is required under subclause [63.1](#) and it is not provided, the Personal/Carer's Leave granted to an employee must be without pay and does not count as service for any purpose;
 - (b) if an employee has been granted Personal/Carer's Leave for a continuous period of more than 78 weeks (including at least 52 weeks leave with pay), any of the Personal/Carer's Leave that is without pay after the end of the first 78 weeks does not count as service for any purpose except Long Service Leave; and
 - (c) if an employee has been granted Personal/Carer's Leave without pay for a continuous period of more than 26 weeks, any of the Personal/Carer's Leave that is without pay after the end of the first 26 weeks does not count as service for any purpose except Long Service Leave.
- 64.12 An employee receiving workers' compensation for more than 45 weeks will accrue Personal/Carer's Leave on the basis of hours actually worked.
- 64.13 Personal/Carer's Leave will not be paid out upon separation from the Office.

- 64.14 An employee who exhausts their Personal/Carer's Leave credits continues to have access to Compassionate Leave under s104 of the *Fair Work Act 2009*.

65. Unpaid Carer's Leave

- 65.1 An employee who has exhausted their paid Personal/Carer's Leave entitlement (or does not have paid Personal/Carer's Leave) is entitled to 2 days unpaid Carer's leave for each occasion when a member of the employee's family or household requires care or support because of:
- (a) a personal illness or injury affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 65.2 Unpaid carer's leave will be administered in accordance with s103 of the *Fair Work Act 2009*.

66. Long Service Leave

- 66.1 Long Service Leave will accrue in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*, and be taken with the approval of the Official Secretary.
- 66.2 Leave will only be granted for a minimum period of seven consecutive calendar days' at full pay or fourteen consecutive calendar days at half pay.
- 66.3 Long Service Leave may not be broken by periods of flex leave or other leave unless provided for in legislation.

67. Maternity and Parental Leave

- 67.1 The entitlement to Maternity Leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 67.2 An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is entitled to an additional two weeks of paid maternity leave under this Agreement.
- 67.3 Employees who adopt and who are the primary caregiver for that child are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be at full pay, or up to 28 weeks at half pay, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 67.4 Employees are entitled to parental leave for adoption when that child:
- (a) is under 16 years of age;
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - (c) is not (otherwise because of the adoption) a child of the employee or the employee's spouse/partner.
- 67.5 Documentary evidence of approval of adoption must be submitted when applying for parental leave for adoption purposes.

- 67.6 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at the rate of half normal pay. Where a payment is spread over a longer period, only half of the total of weeks of the leave period will count as service.
- 67.7 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
- 67.8 Unpaid maternity leave will not count as service for any purpose.
- 67.9 This leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

68. Paternity Leave

- 68.1 Employees who are not otherwise entitled to paid maternity or parental leave under the Maternity Leave Act or this agreement are entitled to 10 days of paid leave on the birth, adoption of a child or their partner's child.
- 68.2 This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas closedown) falls during a period of leave provided by this clause.
- 68.3 Documentary evidence as outlined in subclause [66.5](#), or a birth certificate following the birth of a child, must be submitted when applying for supporting partner/other primary caregiver leave.
- 68.4 This leave will count as service for all purposes.

69. Purchased Leave

- 69.1 Employees may apply to the Official Secretary to purchase one, two, three or four weeks Purchased Leave credits each year.
- 69.2 Purchased Leave must be used within 12 months of the commencement of salary deductions.
- 69.3 Where the Official Secretary approves that an employee may purchase leave, the employee will have an amount deducted from their fortnightly salary over a 12 month period according to the following formula:

$$\frac{\text{Gross fortnightly salary} \times \text{number of weeks of Purchased Leave credits}}{52}$$

- 69.4 Purchased Leave will count as service for all purposes.
- 69.5 Purchased Leave will be credited to the employee following the commencement of salary deductions.
- 69.6 Purchased Leave does not affect the employee's salary for superannuation purposes.

70. Recognition of Leave Entitlements

- 70.1 Where an employee is recruited to the Office from an APS agency, Parliamentary Services or the ACT Government, the Office may recognise all existing unused accrued. Annual Leave and Personal/Carer's Leave provided there has been no break in continuity of service greater than 30 calendar days.
- 70.2 Any recognised leave excludes any accrued leave paid out on separation from the previous employer.
- 70.3 The recognition of unused Annual Leave credits is subject to payment being received for the unused accrued Annual Leave liability from the employee's former agency.
- 70.4 The Official Secretary may approve the recognition of unused Annual Leave and Personal/Carers Leave credits from other agencies in special circumstances.

71. Defence Reservists Leave

- 71.1 Consistent with the Defence Reserves Support Council (DRSC) public sector leave policy Defence Reservists will receive:
- (a) 4 weeks (20 working days or 28 calendar days) leave on full pay each year for Reservists undertaking Defence service;
 - (b) an additional 2 weeks paid leave to attend recruit/initial employment training;
 - (c) additional leave for Defence service, either on a paid, unpaid or top-up basis at the discretion of the Official Secretary;
 - (d) Defence leave entitlements may accumulate and be taken over a 2 year period, with the exception of the additional two weeks in the first year of service;
 - (e) Leave for Defence service, whether with or without pay or on top-up pay, will be treated as service for all purposes – the exception being that a period or periods of leave without pay in excess of six months will not count as service for Annual Leave purposes.
- 71.2 Defence Reservists are not required to pay their tax-free Reserve salary to the Office in any circumstances.

72. Miscellaneous Leave

- 72.1 Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement. Unless otherwise determined by the Official Secretary:
- (a) A period of miscellaneous leave with pay will count as service for any purpose unless otherwise required by legislation.
 - (b) A period of miscellaneous leave without pay will not count as service for any purpose, unless otherwise required by legislation.
- 72.2 Applications for miscellaneous leave are considered subject to the operational requirements of the Office and on a case by case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
- 72.3 Unless the Official Secretary determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate leave are

exhausted i.e. miscellaneous leave will only be approved where another form of leave is not available.

- 72.4 Miscellaneous leave will be approved when an employee engages in an eligible community service activity and is entitled to a period of leave in accordance with s108 and s109 of the *Fair Work Act 2009*.

73. Unauthorised Absence

- 73.1 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. Unauthorised absence may also give rise to a breach of the Office's Code of Conduct.

PART J – WORKFORCE PLANNING AND ADJUSTMENT

74. Redundancy Pay

- 74.1 Under s119 on the *Fair Work Act 2009* where an employee whose employment is deemed excess to requirements and whose employment is terminated by the Official Secretary or an employee whose employment is terminated prior to the cessation of their contract by the Official Secretary is entitled to redundancy pay calculated in accordance with subclause [73.3](#).
- 74.2 For the purpose of this Agreement, an employee is excess if:
- (i) the employee is included in a class of Office employees which comprises a greater number of employees than is necessary for the efficient and economical working of the Office;
 - (ii) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Office or structural or other changes in the nature, extent or organisation of the functions of the Office; or
 - (iii) The duties usually performed by the employee are to be performed at a different locality (as defined), the employee is not willing to perform duties at the locality and the Official Secretary has determined that the provisions of this clause apply to that employee.
- 74.3 The following redundancy benefits are payable, in addition to the notice period allowed under the *Fair Work Act 2009*:

Length of continuous service	Redundancy pay benefit
At least 1 year but less than 2 years	6 weeks
At least 2 years but less than 3 years	8 weeks
At least 3 years but less than 4 years	10 weeks
At least 4 years but less than 5 years	11 weeks
At least 5 years but less than 7 years	12 weeks
At least 7 years	12 weeks plus 2 weeks for each completed year of service in excess of 6 years up to a maximum of 48 weeks' pay

- 74.4 This clause does not apply to casual employees.

- 74.5 For the purposes of subclause [73.1](#) 'pay' means salary and allowances payable to the employee at the time of termination of the employment adjusted for any periods of part-time worked by the employee during the period of service at the Office subject to any minimum amount the employee is entitled to under the National Employment Standards. Where the employee is on higher duties, the payment of that higher salary and allowances will only be for the period of higher duties that had been approved.
- 74.6 For the purposes of subclause [73.1](#) 'length of continuous service' means service with the Office less any periods of leave not to count as service or any unauthorised absences.
- 74.7 Employees eligible for redundancy under this clause will be reimbursed up to \$250 for financial counselling on production of appropriate evidence of expenditure.

75. Severance Benefit

- 75.1 The Official Secretary will approve the payment of a severance benefit to persons whose employment is terminated other than through redundancy, retirement or resignation and excluding:
- (a) employees who have transferred to the Office from another agency and are on leave without pay from that other agency;
 - (b) employees whose employment is terminated under subclauses [2.2](#) and [14.1](#), or for any other cause which in the view of the Official Secretary would have justified the dismissal of the employee without the consent of the employee;
 - (c) employees who were offered and refused to accept an extension or a new contract unless the new contract offers terms that are less favourable;
 - (d) casual employees;
 - (e) employees engaged for a defined project or on a short term contract; and
 - (f) employees terminated within the probationary period.
- 75.2 The amount of the severance benefit will be calculated on the same basis as per subclause [74.3](#).
- 75.3 Employees eligible for severance benefits under this clause will be reimbursed up to \$250 for financial counselling on production of appropriate evidence of expenditure.

PART K – REVIEW OF EMPLOYMENT ACTIONS

76. Review of Actions

- 76.1 An employee is entitled to request an informal review of any action that relates to their employment, other than a decision subject to clause [12](#) or to terminate employment, within one month of the action occurring. As far as possible, the following mechanism will be used to resolve complaints about employment decisions or actions.
- 76.2 In the first instance, the employee affected is to discuss the issue with their Branch Director. If the matter of the complaint cannot be resolved or is inappropriate to discuss with the employee's Branch Director, it is to be referred to an Officer appointed by the Official Secretary who will:

- (a) treat the matter in confidence; and
- (b) discuss the matter with the employee to assess and agree on the appropriate course of action to be followed and the limits of the case, unless he/she decides the complaint.

76.3 Appropriate action may include:

- (a) appointing a suitably qualified and unbiased person to resolve the matter by conciliation or mediation; and/or
- (b) where this is not successful or appropriate, appointing a suitably qualified and unbiased person to inquire into the complaint and report to the Official Secretary in an appropriate form. The applicant will also receive a copy of any written report; and/or
- (c) recommending action to be taken by the Official Secretary who will determine the outcome of the complaint having regard to the content of the report.

76.4 The following principles will apply:

- (a) the case will be dealt with as expeditiously as possible;
- (b) the onus is on the employee to establish a case;
- (c) the employee will specify the outcomes sought;
- (d) procedural fairness will apply to all parties to the review, so they have:
 - (i) the right to a fair hearing by an unbiased person;
 - (ii) the right to know the case against them; and
 - (iii) the opportunity to comment on material which may result in findings adverse to them;
- (e) the standard of proof to apply will be the balance of probabilities;
- (f) full investigation of alleged incidents, statements and events will only be conducted if preliminary consideration shows this would achieve some useful purpose; and
- (g) as far as possible, confidentiality and privacy will be observed in accordance with the *Australian Privacy Principles*.

APPENDIX 1 – SALARY RATES

Classification	Current	On Approval 2%	12 month Anniversary 1.5%	24 month Anniversary 1%
GHO1				
GHO Level 1	42,956	43,816	44,474	44,919
	44,381	45,269	45,949	46,409
	45,806	46,723	47,424	47,899
	47,231	48,176	48,899	49,388
	48,656	49,630	50,375	50,879
Household Level 1	43,226	44,091	44,753	45,201
	44,639	45,532	46,215	46,678
	46,048	46,969	47,674	48,151
Property Level 1	47,188	48,132	48,854	49,343
	48,613	49,586	50,330	50,834
	50,038	51,039	51,805	52,324
	51,457	52,487	53,275	53,808
	52,875	53,933	54,742	55,290
Household Level 2	45,103	46,006	46,697	47,164
	46,512	47,443	48,155	48,637
	47,925	48,884	49,618	50,115
GHO2				
GHO Level 2	49,264	50,250	51,004	51,515
	50,690	51,704	52,480	53,005
	52,114	53,157	53,955	54,495
	53,541	54,612	55,432	55,987
	54,966	56,066	56,907	57,477
Property Level 2	52,286	53,332	54,132	54,674
	53,710	54,785	55,607	56,164
	55,137	56,240	57,084	57,655
	56,307	57,434	58,296	58,879
	57,726	58,881	59,765	60,363
GHO3				
GHO Level 3	55,697	56,811	57,664	58,241
	57,446	58,595	59,474	60,069
	59,197	60,381	61,287	61,900
	60,941	62,160	63,093	63,724
Property Level 3	63,880	65,158	66,136	66,798
	65,004	66,305	67,300	67,973
	66,174	67,498	68,511	69,197
	67,407	68,756	69,788	70,486
GHO4				
GHO Level 4	62,956	64,216	65,180	65,832
	64,748	66,043	67,034	67,705
	66,542	67,873	68,892	69,581
	68,332	69,699	70,745	71,453
GHO5				
GHO Level 5	70,222	71,627	72,702	73,430
	72,409	73,858	74,966	75,716
	74,442	75,931	77,070	77,841
GHO6				
GHO Level 6	75,845	77,362	78,523	79,309
	78,647	80,220	81,424	82,239
	81,454	83,084	84,331	85,175
	84,260	85,946	87,236	88,109
	87,068	88,810	90,143	91,045

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Classification	Current	On Approval	12 month Anniversary	24 month Anniversary
		2%	1.5%	1%
GHO7				
Executive Level 1	96,925	98,864	100,347	101,351
	100,789	102,805	104,348	105,392
	104,647	106,740	108,342	109,426
GHO8				
Executive Level 2	111,681	113,915	115,624	116,781
	116,657	118,991	120,776	121,984
	121,633	124,066	125,927	127,187
	126,607	129,140	131,078	132,389

APPENDIX 2 – INCONVENIENCE ALLOWANCE

The following Inconvenience Allowance will be paid to employees in designated positions as set out below, in accordance with clause [37](#) of this Agreement.

DUTIES	INCONVENIENCE ALLOWANCE
GHO1 Household Level 1 (Household Attendant Government House; Travel Assistant)	35% of salary in lieu of Weekend Penalty, Shift Duty and unplanned changes to rosters for Household Attendant Government House and Travel Assistant

APPENDIX 3 – INTERPRETATIONS AND DEFINITIONS

Interpretation

In this Agreement, unless the context otherwise indicates:

- (a) a reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) one gender includes the other gender; and
 - (iii) a Part, Section, clause or paragraph is to a Part, Section, clause, clause or paragraph in this Agreement.
- (b) headings are for convenience only and do not affect the interpretation of this Agreement; and
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

Definitions

Wherever the following terms appear in this Agreement, they mean:

Act	means the <i>Governor-General Act 1974</i> , as amended from time to time
Agreement	means the <i>Office of the Official Secretary to the Governor-General Enterprise Agreement 2015-2018</i>
Allowance	means an Allowance that is paid in addition to Salary as set out in this Agreement and excludes the Overtime Component
APS	means the Australian Public Service
AWA	means Australian Workplace Agreement
Consultation	Participation in, and contributing to the decision making process
Continuous employee	means an employee who was employed at the Office when the Office was first established
Contracts	Long-term means a fixed term in excess of 12 months Short-term means a fixed term of up to 12 months
Employee	means a person employed in the Office, whether full-time or part-time, under and within the meaning of the <i>Governor-General Act 1974</i>
Family member	Family or immediate family means: <ul style="list-style-type: none">• a spouse or defacto partner of the employee• a former spouse or defacto partner• a child (including an adopted child, step child, foster child or an ex-nuptial child)• parent, grandparent, grandchild or sibling of the employee• a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee's spouse or defacto partner

	<ul style="list-style-type: none"> • a parent, grandparent, grandchild or sibling of a spouse or defacto partner of the employee • a member of the employee's household • a person of recognised significance to the employee • traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
FWC	means the Fair Work Commission
GHO	means Government House Officer, a range of classifications applying within the Office
Household employee	means employees who are employed as a household attendant, chef or kitchen staff
Intermittent/ Irregular employee	means a person employed in the Office whose hours of work are irregular or intermittent and generally less than full time
Registered health practitioner	means a medical service provider recognised by a private health fund or by Comcare
Office	means the Office of the Official Secretary to the Governor-General
Official Secretary	means the Official Secretary to the Governor-General, any acting Official Secretary or any person authorised by them to act on their behalf
Salary	means the employee's rate of salary in accordance with the salary rates at Appendix 1. Participation in salary sacrifice arrangements will not affect salary for these purposes unless specifically authorised or specified
Tasks and Responsibilities	means for an employee, the relevant job description and duty statement for the employee or other work at that classification level

