



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Office of the Official Secretary to the Governor-General**  
(AG2011/7623)

### **OFFICE OF THE OFFICIAL SECRETARY TO THE GOVERNOR- GENERAL ENTERPRISE AGREEMENT 2011-2014**

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 6 APRIL 2011

*Application for approval of the Office of the Official Secretary to the Governor-General  
Enterprise Agreement 2011-2014.*

[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 2011-2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single-enterprise agreement.

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

[3] 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) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 April 2011. The nominal expiry date of the Agreement is 30 June 2014.



Printed by authority of the Commonwealth Government Printer

<Price code J, AE884971, PR508145>



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

**ENTERPRISE AGREEMENT  
2011-2014**

## TABLE OF CONTENTS

<b>PART A – AGREEMENT .....</b>	<b>4</b>
1. Title.....	4
2. Principles and Objectives .....	4
3. Values and Code of Conduct .....	5
4. Representation .....	6
5. Duration.....	6
6. Parties and coverage .....	6
7. Variations to Agreement.....	7
8. Closed and Comprehensive Agreement .....	7
9. Individual Flexibility Arrangements.....	8
10. Authorisations.....	9
11. No Extra Claims .....	9
12. Procedures for Preventing and Settling Disputes .....	9
13. Formal Acceptance of the Agreement .....	11
<b>PART B – PRODUCTIVE CHANGE AND PERFORMANCE.....</b>	<b>12</b>
14. Salary Increases.....	12
15. Productivity Initiatives.....	12
16. Rights and Responsibilities .....	13
17. Employee Development .....	14
18. Performance Management.....	14
19. Managing Under-Performance.....	14
20. Fitness for Continued Duty.....	15
<b>PART C – SUPPORTIVE WORK ENVIRONMENT .....</b>	<b>16</b>
21. Valuing Workplace Diversity .....	16
22. Workplace Behaviour .....	16
23. Occupational Health and Safety.....	16
24. Working from Home .....	17
25. Employee Assistance Program .....	17
26. Professional Membership Fees.....	17
27. Environmental sustainability strategy.....	17
<b>PART D – WORKPLACE PARTICIPATION.....</b>	<b>18</b>
28. Consultation .....	18
29. Principles for Workplace Delegates .....	19
30. Workplace Consultative Committee .....	19
31. Freedom of Association .....	20
32. Right of Entry.....	20
<b>PART E - EMPLOYMENT ARRANGEMENTS.....</b>	<b>21</b>
33. Categories of Employment.....	21
34. Valuing our People .....	21
35. Part-time Employees.....	21
36. Employees Engaged on a Casual Contract .....	22
37. Outside Employment.....	22
38. Probation .....	22

39.	Termination during Probationary Period .....	22
40.	Resignation from the Office.....	22
41.	Review of Decisions to Terminate Employment .....	23
42.	Classification Structure .....	23
43.	Qualifications.....	24
<b>PART F – REMUNERATION .....</b>		<b>25</b>
44.	Salary Rates.....	25
45.	Superannuation .....	25
46.	Salary Payment.....	25
47.	Salary on Engagement.....	25
48.	Apprentice and Trainee Rates of Pay .....	26
49.	Duty Allowance.....	26
50.	Overtime where Overtime Component is not Payable.....	26
51.	Overtime Component .....	27
52.	Inconvenience Allowance.....	28
53.	Temporary Performance at a Higher Classification Level .....	28
54.	Salary on Reduction.....	29
55.	Flexible Remuneration (Salary Packaging).....	29
56.	Supported Salary System .....	29
57.	Termination Payments .....	30
58.	Recovery of Moneys Owed to the Office.....	30
59.	Payment on Death.....	30
<b>PART G - WORKING ARRANGEMENTS .....</b>		<b>30</b>
60.	Hours of Duty .....	30
61.	Bandwidth.....	31
62.	Averaging of hours of work .....	31
63.	Recording Attendance.....	31
64.	Requirement to take a break after 5 hours work.....	31
65.	Flexible Working Arrangements .....	31
66.	Rest Relief.....	34
67.	Travel Time .....	34
68.	Working Arrangements for Employees in Receipt of Duty Allowance .....	34
69.	Working Arrangements for Executive Level Employees .....	34
70.	Overtime Component - Time-off-in-lieu.....	35
71.	Overtime Component - Make-up Hours .....	35
72.	Public Holidays.....	36
73.	Annual closedown .....	36
<b>PART H – ALLOWANCES AND OTHER PAYMENTS.....</b>		<b>37</b>
74.	Allowances .....	37
75.	Workplace Support Payment .....	37
76.	Overtime Meal Allowance .....	37
77.	Restriction Allowance .....	38
78.	Travel Allowance .....	38
79.	Motor Vehicle Allowance.....	38
80.	Living in Official Residences .....	38

81.	Representational Clothing .....	39
82.	Protective Clothing .....	39
83.	Loss, damage and indemnity .....	39
<b>PART I - LEAVE ENTITLEMENTS .....</b>		<b>40</b>
84.	Leave - General Provisions .....	40
85.	Recreation Leave .....	40
86.	Cashing Out of Recreation Leave Credits .....	41
87.	Additional Recreation Leave for Sunday Duty .....	41
88.	Personal Leave .....	42
89.	Unpaid carer's leave.....	43
90.	Long Service Leave .....	43
91.	Maternity Leave.....	43
92.	Paid Adoption Leave .....	44
93.	Parental Leave .....	44
94.	Request for Flexible work arrangements .....	45
95.	Paternity Leave .....	45
96.	Purchased Leave .....	45
97.	Recognition of Leave Entitlements.....	46
98.	Defence Reservists Leave .....	46
99.	Community Service Leave .....	46
100.	Miscellaneous Leave.....	47
101.	Unauthorised Absence.....	48
<b>PART J - WORKFORCE PLANNING AND ADJUSTMENT .....</b>		<b>49</b>
102.	Mature Age Workers .....	49
103.	Redundancy Pay .....	49
104.	Severance Benefit.....	50
<b>PART K – REVIEW OF EMPLOYMENT ACTIONS .....</b>		<b>51</b>
105.	Review of Actions.....	51
<b>APPENDIX 1 – SALARY RATES .....</b>		<b>52</b>
<b>APPENDIX 2 –OVERTIME COMPONENT .....</b>		<b>54</b>
<b>APPENDIX 3 – INCONVENIENCE ALLOWANCE.....</b>		<b>55</b>
<b>APPENDIX 4 – PROTECTIVE CLOTHING .....</b>		<b>56</b>
<b>APPENDIX 5 –INTERPRETATIONS AND DEFINITIONS .....</b>		<b>61</b>

## **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 2011-2014*.

### **2. Principles and Objectives**

- 2.1 The role of the Office is to ensure the Governor-General is enabled to perform the constitutional, statutory, ceremonial and public duties associated with the appointment.
- 2.2 This Agreement:
- (a) recognises that the purpose of the Office is to enable the Governor-General to perform the constitutional, statutory, ceremonial and public duties of the appointment;
  - (b) acknowledges the key importance of the Office employees in delivering services to the Governor-General; and
  - (c) recognises the essential relationship between effective management and leadership and the terms and conditions of employment for employees in delivering high-quality service and advice.
- 2.3 The key objectives of this Agreement are to:
- (a) provide an efficient and effective environment for the support of the Governor-General in the fulfilment of his/her role;
  - (b) provide fair, equitable and competitive conditions of employment for staff which encourage the retention of existing staff and the recruitment of future employees;
  - (c) promote professional and effective management which encourages a team environment where feedback and consultation are actively promoted;
  - (d) maintain the properties at the highest standards, recognising their importance as Commonwealth Listed heritage assets;
  - (e) provide training and support to employees to encourage sustained levels of performance and the personal development of employees;
  - (f) promote a work environment that encourages a balance between work and personal commitments;
  - (g) provide a safe and healthy working environment;
  - (h) adopt and implement new technologies which contribute to increased efficiency and quality of service; and
  - (i) increase productivity through the effective and efficient management of resources.
- 2.4 The Office and its employees are committed to working cooperatively in achieving the above objectives.

### **3. Values and Code of Conduct**

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

#### Values

The Office:

- (a) is apolitical, performing its functions in an impartial and professional manner;
- (b) provides a workplace that is free from discrimination and recognises and utilises the diversity of the Australian community it serves;
- (c) has the highest ethical standards;
- (d) is openly accountable for its actions, within the framework of Ministerial responsibility to the Government, the Parliament and the Australian public;
- (e) is responsive to the Governor-General in providing frank, honest, comprehensive, accurate and timely advice and in implementing policies and programs;
- (f) delivers services fairly, effectively, impartially and courteously to the Australian public and is sensitive to the diversity of the Australian public;
- (g) has leadership of the highest quality;
- (h) promotes workplace relations that value communication, consultation, co-operation and input from employees on matters that affect their workplace;
- (i) provides a fair, flexible, safe and rewarding workplace;
- (j) focuses on achieving results and managing performance;
- (k) provides a fair system of review of decisions taken in respect of employees; and
- (l) encourages skill and career development.

#### 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.
- 3.2 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.

#### **4. Representation**

- 4.1 Employees are entitled to be represented by a person of their choice when involved in discussion with management about matters in this Agreement. An employee who will be covered by the Agreement may appoint himself or herself as his or her bargaining representative for the agreement.

#### **5. Duration**

- 5.1 This Agreement will come into effect seven days after notification is given by Fair Work Australia that the agreement passes the 'Better Off Overall Test' (BOOT) requirements under the *Fair Work Act 2009* and has a nominal expiry date of 30 June 2014.
- 5.2 The parties agree that the maintenance of and adherence to agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. The parties therefore agree that neither party will unilaterally terminate this Agreement.

#### **6. Parties and coverage**

- 6.1 This Agreement is made under section 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;
  - (b) employees employed under the *Governor-General Act 1974*; and
  - (c) the Community and Public Sector Union, if Fair Work Australia notes in its decision to approve the agreement that the CPSU is bound by the agreement.
- 6.2 To protect the terms and conditions of employees covered by this Agreement, and so that new employees may make a genuine and informed choice regarding the form of their employment agreement, all new employees will be offered the choice of being employed under the terms of this Agreement.
- 6.3 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.

## **7. Variations to Agreement**

- 7.1 Any variations to this Agreement will be made pursuant to s207 to s218 of the *Fair Work Act 2009*, which require the agreement of the affected Employees and the Employer. No application will be made without prior consultation with the Workplace Consultative Committee.
- 7.2 The Office and its employees agree to discuss any legislative changes which may affect the operation of this Agreement with a view to considering any variations that may be required. The Office may request that the employees endorse the variation by voting for it in accordance with s208 of the *Fair Work Act 2009*.

## **8. Closed and Comprehensive Agreement**

- 8.1 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.
- 8.2 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*
  - *Financial Management and Accountability Act 1997*
  - *Fair Work Act 2009*
  - *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*
  - *Occupational Health and Safety Act 1991*
  - *Racial Discrimination Act 1975*
  - *Sex Discrimination Act 1984*
  - *Human Rights and Equal Opportunity Commission Act 1986*
  - *Disability Discrimination Act 1992*
- 8.3 There are policies and guidelines that support the operation of this Agreement. The policies and guidelines will apply in the form they are in as at the time of the relevant action/decision. If there is any inconsistency between the policies and guidelines and the express terms of this Agreement, the express terms of the Agreement will prevail to the extent of any inconsistency.
- 8.4 Existing employment policies and guidelines may be varied and new policies and guidelines may be introduced in consultation with the Workplace Consultative Committee, having due regard to the views of the employee representatives on that Committee.

## **9. Individual Flexibility Arrangements**

- 9.1 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 1 or more of the following matters: arrangements about when work is performed;
    - (i) overtime rates;
    - (ii) penalty rates;
    - (iii) allowances;
    - (iv) remuneration; and/or
    - (v) 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.
- 9.2 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.
- 9.3 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.
- 9.4 The Official Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 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.

## **10. Authorisations**

- 10.1 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.

## **11. No Extra Claims**

- 11.1 During the period starting on the date this Agreement starts operating and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment that exist for the period of operation of the Agreement, by a party to the Agreement or an employee whose employment is subject to this Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement.

## **12. Procedures for Preventing and Settling Disputes**

- 12.1 Consistent with the *Fair Work Act 2009*, any disputes over matters covered by this Agreement or disputes in relation to the National Employment Standards (NES) shall be settled through consultation, employee assistance and support (including the opportunity for representation of choice), and independent mediation if required.
- 12.2 The Office and its employees are committed to working cooperatively to resolve any disagreements over matters covered by this Agreement.
- 12.3 It is the responsibility of Branch Directors, managers/supervisors and employees to take reasonable and genuine steps to prevent or settle disputes within the Office's responsibility by early and timely discussion and consultation.
- 12.4 In the event of a dispute, Directors, managers/supervisors and employees will:
- (a) promptly address any disagreements as they arise in accordance with the procedures set out below;
  - (b) discuss any disagreements in an open and constructive way;
  - (c) seek to resolve any disagreements wherever possible at a local level; and
  - (d) an employee may be assisted at any stage of the process by a representative of their choice. To avoid doubt, this assistance includes notifying or advising any person or body of the existence of a dispute.
- 12.5 Where disagreements arise over the interpretation or implementation of this Agreement, or disputes in relation to the NES, work will continue in accordance with established custom and practice at the workplace while the procedure below is followed. Where the issue is one of safety, employees will not be expected to work in an environment that is genuinely considered to be unsafe, but will undertake suitable alternative work until the issue is resolved.
- 12.6 The following procedure will apply:
- (a) The employee will discuss the matter in dispute with their immediate manager/supervisor.
  - (b) If the matter is not resolved at that level, further discussions will be arranged involving the employee's Branch Director and other senior levels of management as deemed appropriate.

- (c) The employee, manager/supervisor or Branch Director should refer any issue then remaining unresolved to the Official Secretary.
- (d) The Official Secretary may, if so requested by either party to the dispute, agree to appoint a mutually acceptable person to mediate and assist in resolving the issues and, if necessary, this person may make recommendations to the Official Secretary for decision. The Office will meet all reasonable associated costs.
- (e) If the matter remains unresolved, a party to the dispute may refer the matter to Fair Work Australia in accordance with the provisions of s739 of the *Fair Work Act 2009*.
- (f) Fair Work Australia may deal with the dispute in two stages:
  - 1. Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 2. if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
    - a. arbitrate the dispute; and
    - b. make a determination that is binding on the parties.

*Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act 2009, therefore, an appeal may be made against the decision.*

- (g) Disputing parties agree to abide by the ruling of the Fair Work Australia.

**13. 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 Stephen Brady Date 1/4/2011

Name: Stephen Brady  
Capacity: Official Secretary  
Address: Government House  
Dunrossil Drive  
Yarralumla ACT 2600

**Union**

Signed for, and on behalf of, the Community and Public Sector Union:

Signed [Signature] Date 31.3.11

Name: RUPERT EVANS  
Capacity: Deputy National Secretary  
Address: Level 1, 40 Brisbane Avenue  
Barton ACT 2600

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

Signed [Signature] Date 1/4/11  
Helen McMurtrie

Signed [Signature] Date 1/4/11  
Lucy Keech

Signed [Signature] Date 1/4/11  
Vincent Patrech

Signed Allison Pearson Date 1.4.2011  
Allison Pearson

## **PART B – PRODUCTIVE CHANGE AND PERFORMANCE**

### **Section 1 Productivity**

#### **14. Salary Increases**

- 14.1 The parties have identified a number of individual and organisational productivity initiatives at clause 15.1 that they agree they will be committed to over the life of this agreement.
- 14.2 Employees will receive a salary increase of 4% effective from the first full pay period after approval of this Agreement.
- 14.3 Employees will receive a salary increase of 3.5% effective from the first full pay period after 30 June 2012 (i.e. 5 July 2012),
- 14.4 Employees will receive a salary increase of 3.5% effective from the first full pay period after 30 June 2013 (i.e. 4 July 2013).

#### **15. Productivity Initiatives**

- 15.1 Productivity initiatives identified include:
- All employees (Administrative, Gardening, Maintenance and Household) will work a standard day of 7 hours 30 minutes and a 37 hours 30 minutes working week. Administrative, Gardening and Maintenance employees will have a 2 week settlement period; Household employees will have a 4 week settlement period as per clause 60.2.
  - extension of the Nominal Expiry Date (NED) of the Agreement to 30 June 2014, making this a 3 year 3 month agreement;
  - improvement to the efficiency of the Office operations through the provision of Blackberries to key staff;
  - continued commitment to better management and accountability of hours worked through the use of flexible work guidelines;
  - commitment to support mature age workers through part-time and flexible work arrangements;
  - a continued commitment to review issues relating to staff retention to establish and implement practical methods of improving retention of existing staff and to present the Office as an employer of choice for potential future employees;
  - continuation of the property works programme which is expected to achieve savings in operating costs, improve occupational health and safety standards, and provide a more functional working environment for the conduct of vice-regal events and for Office administration.
- 15.2 In addition to the specific measures and arrangements adopted elsewhere in this Agreement, the following commitments to continuous improvement between the employees and the Office are central to the broad objectives of this Agreement:
- (a) to identify and develop better ways of organising and allocating work that will improve the effectiveness and efficiency of functions and activities both within and across work teams and branches;
  - (b) to make maximum use of technology to improve the efficiency of the Office operations and achieve cost benefits; and
  - (c) to ensure that work systems and management practices remain appropriate to the effective and efficient delivery of services and productivity at the organisational and operational level.

## **Section 2 Framework for performance management and development**

### **16. Rights and Responsibilities**

- 16.1 All parties to the agreement wish to work cooperatively to implement the principles and provisions of this Agreement. The Agreement seeks to provide the basis for successfully achieving the business outcomes of the Office while, at the same time, meeting the professional and personal needs of the employees.
- 16.2 Executives, managers and supervisors are expected to:
- be familiar with and uphold the principles and provisions of this Agreement and other supporting policies;
  - explain where employees' work contributions fit in with the business plan and the standard of work expected;
  - create a trusting environment by communicating accurately, ensuring the message is understood, listening and responding appropriately;
  - maintain a safe and healthy work environment;
  - acknowledge the contributions of employees and take an interest in people as individuals;
  - provide a supportive and equitable working environment where employee development is accessible to all;
  - encourage, support and facilitate the career development goals of employees;
  - regularly review work progress and workload, making adjustments to priorities and task allocations as necessary within the resources provided;
  - initiate and support a mutual responsibility with staff to manage work hours and plan leave, including flex leave; and
  - provide on-the-job training and coaching to new team members as required.
- 16.3 Employees are expected to:
- be familiar with and uphold the principles and provisions of this Agreement and other supporting policy;
  - contribute to activities that advance the aims of their work area and the Office through adopting a flexible approach to the way they work and strive to do the best work they are capable of doing;
  - promote and demonstrate through their behaviour, adherence to the organisation's Values and Code of Conduct;
  - keep themselves informed of the organisation's instructions and guidelines, and their obligations as an employee;
  - contribute to maintaining a safe and healthy work environment;
  - support the effort of their work area and supervisors by actively contributing to risk management, proactively taking the initiative through the raising of problems and proposing solutions;
  - create a trusting environment by communicating accurately, ensuring the message is understood, listening and responding appropriately;
  - manage their working hours and plan leave, including flex leave, in mutual collaboration with their supervisor; and
  - be proactive in working with their supervisors to identify and implement career development initiatives.

## **17. Employee Development**

- 17.1 The Office and employees commit strongly to employee development (including training), for which there is a joint responsibility, and agree that continuing development is essential to increase productivity, promote a culture of continuous improvement and assist employees to reach their potential.
- 17.2 The Office's Performance Support Framework provides the basis for identifying development opportunities which employees should use to enhance their individual performance and meet the Office's current and future operational requirements.
- 17.3 The Office encourages its employees to pursue study to develop their skills and knowledge in areas of need identified by the Office. The Official Secretary may approve studies assistance in accordance with the Office's Studies Assistance Policy and Operational Guidelines.

## **18. Performance Management**

- 18.1 The Office's Performance Support Framework will apply to all employees. The key objectives of the framework are to:
  - (a) support the Office business planning process and integrate performance management practices into operational and project planning;
  - (b) ensure that all staff are focused on team goals and fully understand how their contribution fits with the key priorities of the Office;
  - (c) ensure that all staff are aware of the standards of performance expected of them;
  - (d) measure both outcomes and behaviours (what is achieved and the way it is achieved);
  - (e) enable and support constructive feedback and helpful assessment;
  - (f) identify, develop and enhance skills that are relevant to the Office business environment;
  - (g) recognise achievement; and
  - (h) be meaningful to all employees, no matter what level they are at or where they are located..
- 18.2 Performance assessment will be against expected work outcomes and standards of performance, which can be either unique to the individual or developed on a team basis.

The Office's Performance Support Framework Guidelines will provide a common assessment cycle for all employees.

## **19. Managing Under-Performance**

- 19.1 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.
- 19.2 The under-performance process is aimed at the recovery of the employee's performance such that he/she is able to continue in employment with the Office at the same classification level.

- 19.3 The under-performance process will include consideration of suitable development and learning options to assist the employee to meet required standards.
- 19.4 Throughout an under-performance process, the employee will be entitled to provide comments on any relevant documentation.
- 19.5 The employee may elect to be accompanied by another person at any of the meetings associated with the under-performance process.
- 19.6 Following the completion of an under-performance process, the Official Secretary may:
  - (a) take no further action as the employee has met the required standards;
  - (b) extend the assessment period;
  - (c) return the employee to their home agency;
  - (d) reduce the employee's classification level;
  - (e) redeploy the employee at the same level; or
  - (f) terminate the employee's employment.

**20. Fitness for Continued Duty**

- 20.1 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 Fitness for Continued Duty – Non Compensation Cases.

## **PART C – SUPPORTIVE WORK ENVIRONMENT**

### **21. Valuing Workplace Diversity**

21.1 The Office and its employees agree:

- (a) to respect and value the diversity of its workforce; and
- (b) to ensure that our behaviour and treatment of others is always fair and equitable, and free from all forms of discrimination including on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

### **22. Workplace Behaviour**

22.1 All employees of the Office must familiarise themselves with, abide by, and uphold the Values, Code of Conduct and Workplace Behaviours Policy and guidelines.

### **23. Occupational Health and Safety**

23.1 The Office's aim is to create and maintain a safe and healthy working environment and to fulfil its responsibilities under the *Occupational Health and Safety Act 1991*.

23.2 The Office and its employees are committed to achieving this aim through the Health and Safety Management Arrangements, the general principles of which state:

The Office will aim to achieve a high level of occupational health and safety in the workplace by:

- complying with all legal responsibilities;
- ensuring effective management of occupational health and safety responsibilities;
- regularly monitoring health and safety at work and the condition of official workplaces;
- using the performance management process to maintain a high level of commitment to occupational health and safety and training;
- maintaining appropriate information systems relating to occupational health and safety;
- considering the health and safety aspects relating to the acquisition and operation of workplace equipment and supplies;
- developing and implementing formal systems for the identification and control of workplace hazards and for the reporting and follow up of incidents in the workplace;
- providing appropriate health and safety programs, first aid services and referral to rehabilitation programs;
- raising staff awareness of occupational health and safety issues and responsibilities;
- maintaining a consultative forum on occupational health and safety; and
- seeking continuous improvement through a process of change management, client feedback and periodic auditing.

## **24. Working from Home**

- 24.1 Home based work arrangements, either on a full-time or part-time basis, may be entered into at the discretion of the Official Secretary subject to the following:
- (a) the nature of the employee's work, and their work priorities and commitments for the period under consideration, are such that they could be met as effectively or more effectively if the employee undertook the work from their home and the home environment is safe and secure. In this regard, work of a project nature with fixed time-lines and outcomes is considered more likely to lend itself to such arrangements; and
  - (b) due consideration is given to all aspects of the employee's position and work requirements including, for example, their supervisory responsibilities for other employees.
- 24.2 Guidelines on home-based work will be developed during the life of this Agreement in consultation with the Workplace Consultative Committee.

## **25. Employee Assistance Program**

- 25.1 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.

## **26. Professional Membership Fees**

- 26.1 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.
- 26.2 Renewal of such memberships for individual employees will be considered on a year-by-year basis.

## **27. Environmental sustainability strategy**

- 27.1 The Office will improve the environmental performance of its operations through strategies addressing issues such as improving energy and waste management.

## **PART D – WORKPLACE PARTICIPATION**

### **28. Consultation**

- 28.1 This term applies if:
- (a) the Office has made a definite decision to introduce a major change to the program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on employees of the Office.
- 28.2 The Office must notify the relevant employees of the decision to introduce the major change.
- 28.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 28.4 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.
- 28.5 As soon as practicable after making its decision, the Office must:
- (a) discuss with the relevant employees:
    - i. the introduction of the change; and
    - 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; and
    - ii. information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
- 28.6 However, the Office is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 28.7 The Office must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 28.8 If a term 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 (28.2), (28.3) and (28.5) are taken not to apply.
- 28.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the 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.

28.10 In this term, *relevant employees* means the employees who may be affected by the major change.

## **29. Principles for Workplace Delegates**

- 29.1 The role of union workplace delegates is to be respected and facilitated.
- 29.2 The Office and union workplace delegates must deal with each other in good faith.
- 29.3 The rights of union workplace delegates and recognised representatives include but are not limited to:
- (a) the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
  - (b) recognition by the Office that endorsed workplace delegates speak on behalf of their members in the workplace;
  - (c) the right to participate in collective bargaining on behalf of those who they represent, as per the *Fair Work Act 2009*;
  - (d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
  - (e) reasonable paid time off to represent union members in the Office at relevant union forums;
  - (f) reasonable access to Office facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to Office policies and protocols;
  - (g) reasonable paid time during normal working hours to consult with colleagues in the workplace;
  - (h) reasonable access to appropriate training in workplace relations matters including training provided by a union;
  - (i) the right to consultation, and access to relevant information about the workplace and the Office; and
  - (j) the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
- 29.4 The Office will seek to facilitate official union communication with employees by means that may include:
- (a) the use of email as a means of communicating with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
  - (b) group or individual meetings between employees and their representatives.
- 29.5 In exercising their rights, workplace delegates and unions will consider operational issues, Government policies and guidelines and the likely affect on the efficient operation of the Office and the provision of services by the Commonwealth.

## **30. Workplace Consultative Committee**

- 30.1 The Office is committed to consultation with employees and, where they choose, their representatives over matters that affect their working lives. In supporting continuing employee consultation the Office and employees, and, where they choose, their representatives, agree to continue the operation of the Workplace Consultative Committee (WCC). Meetings of the WCC will be chaired alternately by a representative of the Official Secretary and a representative of employees. Representatives are expected to attend all meetings of the WCC.

- 30.2 The terms of reference require the WCC to:
- (a) be a formal mechanism for constructive consultation between employees and management;
  - (b) monitor the implementation of this Agreement;
  - (c) promote good workplace relations in the Office;
  - (d) develop and review guidelines that affect Office employees, for the purpose of making recommendations to the Official Secretary;
  - (e) provide a forum for discussions and attempts to reach agreement on matters arising over the application or interpretation of this Agreement, except where such matters relate to an individual employee;
  - (f) raise any matters of direct concern to employees with the Office; and
  - (g) the WCC will not be involved in dispute resolutions between individuals; such disputes will be addressed in accordance with clause 105 of this Agreement, in the first instance.
- 30.3 The membership of the WCC shall comprise:
- (a) the Official Secretary or their nominee;
  - (b) one representative elected from each Branch of the Office;
  - (c) one representative elected from each of the Household and Gardening areas;
  - (d) one other management representative;
  - (e) one union workplace delegate; and
  - (f) one union official from each union that is a signatory to this Agreement.
- 30.4 The WCC will meet at least 4 times a year or more frequently, as required.
- 30.5 The Office will, wherever possible, provide WCC members with relevant information prior to making decisions and will, wherever possible, take into account the views of the WCC during the decision making process.
- 30.6 The outcomes of the meetings will be made available to all employees through the Intranet, or where not available, through other means.

### **31. Freedom of Association**

- 31.1 In accordance with the *Fair Work Act 2009*, the Office recognises that employees are free to join or not join a union. Employees who choose to join, or not to join, a union will not be disadvantaged or discriminated against in respect of any term or condition of this Agreement.

### **32. Right of Entry**

- 32.1 The Office, employees and their representatives acknowledge that the right of entry provisions as set out in the *Fair Work Act 2009* will apply to the Office, employees and their representatives.

## **PART E - EMPLOYMENT ARRANGEMENTS**

### **Section 1 Employment**

#### **33. Categories of Employment**

- 33.1 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).
- 33.2 If the Official Secretary proposes to offer a new contract or to extend the existing contract, the negotiation process for renewal/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.
- 33.3 Employees who have had their long-term contracts renewed in the 12 months prior to approval of this Agreement will be offered a contract variation to extend their current term to 5 years in total.
- 33.4 Nothing in this clause limits the power of the Official Secretary to employ persons on any other basis the Official Secretary deems appropriate.
- 33.5 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.

#### **34. Valuing our People**

- 34.1 The Office values its employees and recognises that recruiting and retaining a professional, skilled workforce is a priority.
- 34.2 In meeting this priority, the Office will, in consultation with the Workplace Consultative Committee, develop and implement an employment strategy within the life of this Agreement.
- 34.3 All recruitment and selection processes will be based on merit principles.

#### **35. Part-time Employees**

- 35.1 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.
- 35.2 Remuneration and other benefits for part-time employees will be calculated on a pro-rata basis apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.

## **36. Employees Engaged on a Casual Contract**

- 36.1 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 they do not work.

## **37. Outside Employment**

- 37.1 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.
- 37.2 The Official Secretary may require employees to notify him 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.
- 37.3 The Official Secretary may also agree to outside employment conditional on satisfactory performance of official duties.
- 37.4 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.
- 37.5 The Official Secretary may issue further policy and guidelines on outside employment.

## **38. Probation**

- 38.1 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.
- 38.2 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.
- 38.3 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.

## **39. Termination during Probationary Period**

- 39.1 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.

## **40. Resignation from the Office**

- 40.1 An employee who wishes to resign must tender their resignation to the Official Secretary in writing.

- 40.2 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.
- 40.3 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.

#### **41. Review of Decisions to Terminate Employment**

- 41.1 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.
- 41.2 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.
- 41.3 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**

#### **42. Classification Structure**

- 42.1 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.
- 42.2 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 105, in the first instance.
- 42.3 An employee or a group of employees may approach the Official Secretary to request a review of the classification or a work value review of a position or group of positions. When such a review is requested the Official Secretary may agree to a review. The review must be commenced within a reasonable time of the request, or the employee(s) will be provided with reasons in writing as to why the review would not be conducted; including reasons related to the substantive issues raised. Where a review is not agreed then the employee or group of employees may seek a review of the decision as provided for at clause 105, in the first instance.
- 42.4 Broad-banding within or across classification structures may be implemented if the Official Secretary determines, in consultation with the Workplace Consultative Committee, that it would provide a more efficient and effective operating structure for the Office.

### **43. Qualifications**

- 43.1 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**

### **44. Salary Rates**

- 44.1 The salary rates payable to Office employees through this Agreement are set out in Appendix 1 – Salary Rates
- 44.2 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:
- 4% effective from the first full pay period after approval of this Agreement
  - 3.5% effective from the first full pay period after 30 June 2012 (i.e. 5 July 2012)
  - 3.5% effective from the first full pay period after 30 June 2013 (i.e. 4 July 2013)
- 44.3 Advancement between salary pay points in each classification will be in accordance with the Office’s Guidelines on Salary Advancement and will be dependent on achieving a performance rating of ‘Meets Job Requirements’ or better as set out in the Office’s Performance Support Framework.
- 44.4 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.

### **45. Superannuation**

- 45.1 Salary for superannuation purposes will include salary, Duty Allowance, Overtime Component and Inconvenience Allowance.
- 45.2 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%.

### **46. Salary Payment**

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

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

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

### **47. Salary on Engagement**

- 47.1 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.

- 47.2 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.
- 47.3 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.

#### **48. Apprentice and Trainee Rates of Pay**

48.1 Apprentices are paid an annual salary calculated to the nearest dollar by applying the percentage specified by length of service as detailed below to the GHO1 base salary point:

1 <sup>st</sup> year of service	-	48%
2 <sup>nd</sup> year of service	-	55%
3 <sup>rd</sup> year of service	-	75%
4 <sup>th</sup> year of service	-	88%

48.2 Where the employment of trainees is approved by the Official Secretary, the terms of the National Training Wage Award 2000, as varied from time to time, will be adopted to support such employment.

#### **49. Duty Allowance**

- 49.1 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.
- 49.2 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. The Duty Allowance will count as a payment in the nature of salary for all purposes except Long Service Leave.

#### **50. Overtime where Overtime Component is not Payable**

- 50.1 Overtime is available to employees at classification GHO Levels 1-6 and who are not in receipt of Duty Allowance or Overtime Component.
- 50.2 Subject to clause 62.1, 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.
- 50.3 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.
- 50.4 Overtime will be paid in arrears at the rate of time and a half for all overtime worked from Monday to Sunday inclusive.

- 50.5 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.
- 50.6 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.
- 50.7 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.
- 50.8 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.

## **51. Overtime Component**

- 51.1 The Official Secretary may determine an Overtime Component to be paid to a Household employee who is regularly and routinely required to work outside their ordinary hours of duty as an ongoing part of their employment.
- 51.2 The amount of the Overtime Component will be based on the expected overtime hours needing to be worked by that employee to meet the Office's requirements during the term of the employee's contract of employment with the Office, subject to variation for any major changes in the workload or requirements of the Office for the position that the employee occupies, and in consultation with the employee. The date of effect for any increase in the number of overtime hours to be worked will be agreed with the employee. Where there is a decrease in the number of overtime hours, the employee will be given one month's notice of such change or payment (of the difference between the hours) in lieu of such notice.
- 51.3 When setting the Overtime Component, the Official Secretary will take into account the average of overtime hours worked by employees performing the same duties to produce a group average to ensure a more even distribution for employees performing the same work.
- 51.4 Subject to the provisions of this clause, Overtime Component hours set by the Official Secretary will be reviewed within a maximum 3-year period of the last review.
- 51.5 Where there is a temporary vacancy in a position and the Official Secretary deems that the position should be staffed, the Official Secretary may set the number of overtime hours included in the Overtime Component based on the expected workload requirements of the Office during the period of the vacancy.
- 51.6 The fortnightly Overtime Component payment shall be determined in accordance with the following calculation:

$$\text{\$} = \text{OT} \times 1.5 \times \text{HR} / 26$$

where:

“\$” shall mean the dollar amount of the overtime component per fortnight

“OT” means the average or actual hours per year as determined under clause 51.1

“HR” means the hourly rate of pay of the employee

- 51.7 Where an employee is paid an Overtime Component he/she shall not be entitled to claim additional payment for overtime hours worked. Any overtime hours worked in excess of the average set for an employee in any settlement period shall entitle the employee to time-off-in-lieu in accordance with clause 70. Any overtime hours worked less than the average set for an employee in any settlement period shall be made up by the employee in accordance with clause 71.
- 51.8 Where an employee in receipt of the Overtime Component proceeds on Long Service Leave and/or Recreation Leave for periods of 2 weeks or more, the employee may elect to have their Overtime Component payment cease for the duration of that leave and their Overtime Component balance will remain unchanged for the duration of that extended leave.
- 51.9 Where, on the date of operation of this Agreement, an employee is in receipt of an Overtime Component, he/she will retain the number of overtime hours for that position as set in the *Office of the Official Secretary to the Governor-General Certified Agreement 2005-2008* (refer Appendix 2 of this Agreement) until otherwise varied in accordance with the provisions of this clause.

## **52. Inconvenience Allowance**

- 52.1 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.
- 52.2 The rate of remuneration and any conditions applying to the payment of the Inconvenience Allowance will be that amount set out at Appendix 3 – Inconvenience Allowance until otherwise varied in accordance with the provisions of this clause.

## **53. Temporary Performance at a Higher Classification Level**

- 53.1 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.
- 53.2 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.
- 53.3 Where the Official Secretary temporarily assigns an employee to another position and that position is one which would attract either a Duty Allowance or Overtime Component, the Official Secretary may approve the payment of such

allowance/component where the vacancy is five or more consecutive working days and in accordance with clauses 49 and 51.

- 53.4 An employee will not be paid at a higher salary rate while performing the duties of another employee who is absent on flex-leave other than where the flex-leave is taken in conjunction with a period of Recreation Leave and is less than the period of Recreation Leave. Any period of flex-leave that is taken in conjunction with, and is less than, a period of Recreation Leave will be included in the calculation of the qualifying period specified in clause 53.2.
- 53.5 Notwithstanding anything elsewhere contained in this clause, an employee shall not receive less in remuneration than the amount of their current salary while temporarily placed in a higher classified position.
- 53.6 An employee temporarily placed in a higher classified position will be entitled to receive the rate applicable for the higher classified position during a period of paid leave or public holiday provided that the employee would have received the rate applicable for the higher classified position if he/she had not been absent from the workplace for the period of the paid leave or the public holiday.
- 53.7 Where a position is vacant for a period of 3 months or longer and where there is an available pool of suitably qualified employees at a lower level the position will be advertised for filling by a transparent merit selection process.

#### **54. Salary on Reduction**

- 54.1 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.

#### **55. Flexible Remuneration (Salary Packaging)**

- 55.1 Salary packaging is available on a salary sacrifice basis to employees subject to relevant legislation and in accordance with 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.
- 55.2 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.

#### **56. Supported Salary System**

- 56.1 Eligible employees who are affected by a disability may be eligible for a supported wage.
- 56.2 Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable is not less than \$73 per week or as otherwise determined by the relevant authority.
- 56.3 Assessment of productive capacity shall be made by the Official Secretary and a representative nominated by the employee, in consultation with the employee and, where they choose, their representative. The assessment will be recorded in an Assessment Instrument.

- 56.4 The Office will lodge agreed Assessment Instruments with the Industrial Registrar, Australian Industrial Relations Commission.
- 56.5 Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the Supported Wage System.

## **57. Termination Payments**

- 57.1 Where an employee ceases employment with the Office, the employee will receive payment in lieu of unused Recreation Leave credits. 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.

## **58. Recovery of Moneys Owed to the Office**

- 58.1 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 Chief Executive Instructions and Financial Management Guidelines.
- 58.2 The Official Secretary may approve the repayment of overpaid entitlements by instalments.

## **59. Payment on Death**

- 59.1 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**

## **60. Hours of Duty**

- 60.1 Administrative, Gardening and Maintenance 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.
- 60.2 Household employees will have the following arrangements:
- (a) standard hours shall be worked on the basis of 150 hours in each four week settlement period;
  - (b) Household employees are required to work rostered hours or such other time as is required to meet the service obligations of the Office; and
  - (c) 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.
- 60.3 Subject to clause 62.1, an employee working outside standard hours who is not in receipt of Duty Allowance or Overtime Component, shall be working overtime and shall be entitled to be paid or to receive time off in lieu in accordance with clause 50.

## **61. Bandwidth**

- 61.1 Standard hours for Administrative and Gardening employees shall be worked within the bandwidth of 7.00am to 7.00pm, Monday to Friday.
- 61.2 Starting and finishing times within the bandwidth specified in clause 61.1 are to be determined for an individual work area by the Branch Director, after consultation with the employees within the work area.

## **62. Averaging of hours of work**

- 62.1 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*.

## **63. Recording Attendance**

- 63.1 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.
- 63.2 Completed attendance sheets for employees at classification levels GHO1-6 should be presented to supervisors within a timely period after the end of the settlement period.

## **64. Requirement to take a break after 5 hours work**

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

## **65. Flexible Working Arrangements**

### Objectives and Responsibilities

- 65.1 Flextime is a cooperative arrangement between management and employees, which provides for optimal organisational flexibility for the Office and flexible working hours for employees to balance their work and personal lives.
- 65.2 Supervisors are responsible for ensuring that employees are employed productively and managing working hours so that employees are not building excessive flex credits without the opportunity to access flex leave.
- 65.3 Supervisors and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flextime and flex leave, into their overall approach to work planning.

### Eligibility

- 65.4 The following flextime provisions apply to full-time and part-time GHO Levels 1-6. These provisions do not apply to those employees in receipt of a Duty Allowance, Inconvenience Allowance or Overtime Component.
- 65.5 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.
- 65.6 Other than in exceptional circumstances, employees shall not work more than ten hours in any one day.

### Maximum credit carryover

- 65.7 Employees may carry over 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 35.2.

### Excess flex credits

- 65.8 Where an employee has more than 40 hours flex credit at the end of a settlement period, no reasonable request for flex leave will be refused. The supervisor and employee will consider appropriate ways to reduce that credit.

- 65.9 In exceptional circumstances, where it is agreed that the excess credits cannot be taken and are unlikely to be utilised, the Official Secretary may:

- (a) approve the carryover of the credit for a defined period; or
- (b) authorise a payout of hours in excess of 40 hours; or
- (c) convert those hours in excess of 40 to recreation leave.

However, in this circumstance, the supervisor will, in consultation with the employee and other members of the employee's work area, identify the reason for the accumulation of excess flex credits, and implement strategies to avoid a recurrence of future excessive accrual of flex hours.

- 65.10 Unless otherwise approved under clause 62.1, flex credits cannot be accumulated outside the flextime bandwidth hours. Where employees are required by supervisors to work outside the bandwidth of 7:00am to 7:00pm, overtime is payable.

### Maximum debit carryover

- 65.11 An employee 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 35.2.

- 65.12 Where the employee exceeds this debit, they must endeavour to reduce the debit to the maximum allowable, or less, over the next settlement period.

- 65.13 Should the debit not be reduced to the maximum allowable or less within the next settlement period, the employee must either take leave without pay or use recreation leave credits for the excess hours to reduce the debit to the maximum 15 hours. Where recreation leave is used to reduce the debit, recreation leave must be applied in whole days.

### Amount of flex leave

- 65.14 An employee may take up to one working week of flex leave, which can be consecutive, in one settlement period, subject to operational requirements.

- 65.15 Where, under clause 65.9, accrual of flex credits in excess of the maximum 40 hours has been approved, the Official Secretary may approve flex leave in excess of one working week during one settlement period.

### Prior approval to access flex leave

- 65.16 Employees must seek prior approval from their supervisor to access flex leave. Supervisors will not unreasonably withhold such approval.

### No retrospectivity

- 65.17 Employees may not access flex leave retrospectively.

#### Flex to be utilised for all part-day absences

- 65.18 Except for absences of three hours duration or more on account of illness, flex leave is to be used for all part day absences from the workplace.

#### Arrangements on cessation of employment

- 65.19 Supervisors and employees must take all possible steps to ensure flex debits or credits are reduced to nil prior to cessation of employment.
- 65.20 Any outstanding credits to a maximum of 40 hours at cessation will be paid out at single time. Any outstanding debits at cessation will be recovered from any final monies owing to the employee.

#### Advice to Branch Director of extensive hours

- 65.21 In addition to requirements specified in clause 65, where an employee is likely to exceed the flex credit maximum of 40 hours, their supervisor must advise the Branch Director, detailing the outcome of consultations referred to in clause 65.9.
- 65.22 An employee may not work hours that result in a flex credit of more than 40 hours without the specific agreement of the Branch Director.
- 65.23 Before agreeing to an employee accruing a flex credit of more than 40 hours, the Branch Director should review the matter with the supervisor with a view to effectively addressing the reasons for the employee's extensive hours associated with the immediate and ongoing work commitments of the work area.
- 65.24 Supervisors and Branch Directors should not direct an employee to work additional hours within the bandwidth (i.e. flextime) where this would result in a flex credit exceeding the maximum flex credit of 40 hours unless the employee is able to take the excess hours within the current or next settlement period.

#### Reversion to standard hours

- 65.25 Access to flexible working arrangements will not apply in circumstances where the Branch Director, in consultation with the supervisor, reasonably considers that the employee's attendance is unsatisfactory or considers that an employee is misusing the arrangements.
- 65.26 The Branch Director must provide a written explanation of the reasons for requiring an employee to revert to standard hours where requested to do so by the employee.
- 65.27 Where flexible working arrangements no longer apply, the employee will revert to standard hours or approved part-time hours. Standard hours will be worked between 8:30 am and 5:00pm or as specified by the Branch Director.
- 65.28 A requirement to continue to work standard hours will be reviewed after a maximum period of six months or earlier as determined by the Branch Director. Access to flexible working hours will be restored where the Branch Director, in consultation with the supervisor, is satisfied that an employee's attendance is satisfactory.

#### Review

- 65.29 If an employee is dissatisfied with a decision made under the provisions of clause 65, he or she may take further action as set out in clause 105.

## **66. Rest Relief**

- 66.1 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.
- 66.2 Household staff who are rostered to work beyond 10:00 pm on any day will be entitled to an eight hour break plus reasonable travelling time before being required to commence work on the next day.
- 66.3 These provisions do not apply to employees travelling overseas or domestically with the Governor-General.

## **67. Travel Time**

- 67.1 The following travel time provisions apply to employees up to and including GHO Level 3.
  - (a) travel time between Government House and Admiralty House (and vice versa) will count as normal working hours; and
  - (b) for all other travel within Australia or overseas the time claimable as normal working hours will be the sum of the actual hours worked plus travel time up to a maximum of twelve hours in any one day.

## **68. Working Arrangements for Employees in Receipt of Duty Allowance**

- 68.1 Employees in receipt of Duty Allowance may negotiate flexible working and attendance arrangements, including time-off-in-lieu for working excessive hours, with their Branch Director.
- 68.2 In reaching agreement on working arrangements and reasonable access to time-off-in-lieu, supervisors and those employees in receipt of Duty Allowance should have regard to:
  - (a) the operational requirements, workloads and priorities of the area;
  - (b) the need for employees to balance work and personal life; and
  - (c) any other relevant factors.

## **69. Working Arrangements for Executive Level Employees**

- 69.1 Full-time Executive Level employees (GHO7/GHO8) are paid on the basis of 75 hours per fortnight.
- 69.2 All full-time Executive Level employees are required to work at least an average of 75 hours per fortnight and, subject to clause 69.4, may be expected to work longer hours where necessary to achieve required outcomes.
- 69.3 Part-time Executive Level employees are required to work at least an average of the number of hours specified in their part-time work agreement and, subject to clause 69.4, may be expected to work longer hours where necessary to achieve required outcomes.
- 69.4 An Executive Level employee and their supervisor will work together to ensure that they do not work unreasonable hours. For the purpose of this clause unreasonable hours may include, but is not limited to, working substantially in excess of weekly standard hours or regularly commencing or finishing work outside the bandwidth specified in clause 61.1.

- 69.5 In reaching agreement on working arrangements, supervisors and the Executive Level employees should have regard to:
- (a) the operational requirements, workloads and priorities of the area;
  - (b) the need for employees to balance work and personal life; and
  - (c) any other relevant factors.
- 69.6 For the purpose of taking leave, full-time Executive Level employees will be deemed to have a pattern of attendance of 7 hours 30 minutes, Monday to Friday.
- 69.7 Executive Level employees, in the absence of access to the flexible working arrangements, may negotiate flexible working and attendance arrangements, including time-off-in-lieu for working excessive hours, with their supervisor.

## **70. Overtime Component - Time-off-in-lieu**

- 70.1 This clause only applies to employees in receipt of an Overtime Component (refer clause 51).
- 70.2 Where, in each settlement period and having regard to future work commitments, an employee works so much overtime that he/she exceeds the total of the overtime hours set for that employee, the extra hours may be taken as time-off-in-lieu.
- 70.3 For each additional overtime hour the employee is entitled to one hour as additional time off up to a maximum of five days.
- 70.4 The time off shall be taken at a time or times mutually acceptable to the employee and their supervisor. This involves consideration of both work requirements and employee's preference and accordingly supervisors are required to assist employees in planning for and accessing such time off.
- 70.5 Where an employee in receipt of the Overtime Component leaves the Office and the employee has worked additional overtime hours in excess of the amount otherwise required to be worked by that employee, the Office will pay that excess time to the employee at the same rate as the Overtime Component.

## **71. Overtime Component - Make-up Hours**

- 71.1 This clause only applies to employees in receipt of an Overtime Component (refer clause 51).
- 71.2 Where the total amount of overtime hours worked by an employee in receipt of an Overtime Component is below the amount of overtime hours set for that employee, the shortfall in hours must be made up as the employee has been remunerated for these hours as part of their fortnightly salary payment.
- 71.3 The employee's supervisor will be responsible, in consultation with the employee, for taking steps to facilitate the make up of any shortfall in overtime hours within a reasonable timeframe. Overtime hours made up in this manner will not attract any additional remuneration.
- 71.4 Where an employee in receipt of the Overtime Component leaves the Office, and the employee has worked less overtime hours than the amount otherwise required to be worked by that employee, the Office may recover that amount overpaid to the employee where the overtime hours not worked relate to the illness of the employee. In all other circumstances, the Office will recover that amount overpaid

from any final moneys payable to the employee or by issuing an invoice as a debt owing to the Commonwealth.

## **72. Public Holidays**

- 72.1 Employees will observe and, with the exception of casual employees, be paid for the following holidays each year:
- New Year's Day (or substitute)
  - Australia Day (or substitute)
  - Good Friday and the following Saturday (a statutory public holiday) and
  - Easter Monday
  - 25 April (ANZAC Day) (or substitute)
  - Queen's Birthday observance day
  - Christmas Day (or substitute)
  - Boxing Day (or substitute), and
  - Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- 72.2 Employees at the Office will be granted an additional day in line with and on the same day as the Australian Public Service additional holiday. Overtime and penalty payments for this day will be as for public holidays.
- 72.3 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday. When New Year's Day, Australia Day, Christmas Day or Boxing Day fall on a Saturday or Sunday, a day designated by the Official Secretary will be substituted. In this case, the Saturday or Sunday for which substitution is made will be deemed not to be a public holiday.
- 72.4 Where a public holiday falls on a day that is not regularly worked by a part-time employee, that employee will not be entitled to payment for that day.
- 72.5 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.
- 72.6 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.

## **73. Annual closedown**

- 73.1 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 working days, in addition to the day specified at clause 72.2. Employees who are rostered on to work on the specified days will be provided with the choice of:
- time off in lieu (TOIL), at single time rate, to be taken at an alternative time convenient to the employee and agreed with their Branch Director,; or
  - to be paid overtime, as per clause 50.

## **PART H – ALLOWANCES AND OTHER PAYMENTS**

### **74. Allowances**

- 74.1 Allowances that are based on the advice of an authorised provider will be updated consistent with that advice unless the Official Secretary determines that the rate is insufficient.
- 74.2 If the authorised provider ceases to provide advice on allowances referred to in this Agreement, the Official Secretary may determine the allowance.

### **75. Workplace Support Payment**

- 75.1 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 will be paid an amount of \$22 per fortnight for the duration of this Agreement.
- 75.2 An employee designated by the Official Secretary to undertake the role of Fire Warden will be paid an amount of \$22 per fortnight for the duration of this Agreement. This clause will not apply to employees whose normal duties include this role.
- 75.3 An employee selected as Health and Safety Representative under section 25 of the *Occupational Health and Safety (Commonwealth Employment) Act 1991* will be paid an amount of \$22 per fortnight for the duration of this Agreement.
- 75.4 An employee selected as a Workplace Consultative Committee Representative will be paid an amount of \$22 per fortnight for the duration of this Agreement.
- 75.5 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.
- 75.6 With the exception of employees in receipt of First Aid Allowance at the time of operation of this Agreement, the Workplace Support Payment will not count for superannuation purposes. The Workplace Support Payment will not be included in payments for accrued leave on cessation of employment or where Recreation Leave is cashed out under clause 86.

### **76. Overtime Meal Allowance**

- 76.1 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.
- 76.2 The quantum of Meal Allowance will be that amount advised by the authorised provider or the amount determined by the Official Secretary under clause 74.
- 76.3 This allowance does not apply to employees in receipt of Duty Allowance, Overtime Component, Inconvenience Allowance or Restriction Allowance.

## **77. Restriction Allowance**

- 77.1 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.
- 77.2 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.
- 77.3 Where an employee who has been restricted is required to perform duty, he/she will be paid in accordance with clause 50, 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.
- 77.4 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 the Overtime Component.

## **78. Travel Allowance**

- 78.1 The Official Secretary will approve the payment of Travel Allowance to an employee who is required to travel on official business and is required to be away from home base overnight.
- 78.2 The Official Secretary may approve the payment of part-day Travel Allowance for absences on duty greater than ten hours from home base, but which do not involve an overnight stay.
- 78.3 Where an employee is provided with either accommodation or adequate meals, or both, at Office expense, or otherwise at no cost to the employee:
- (a) an employee will not be paid those components of the Travel Allowance in respect of any accommodation or meals provided; and
  - (b) payment will be made in respect of incidental expenses during the period.
- 78.4 The quantum of Travel Allowance will be that amount advised by the authorised provider or the amount determined by the Official Secretary under clause 74.
- 78.5 The Official Secretary may vary the arrangements for the payment of Travel Allowance or any constituent component so that the Office can claim a GST Input-tax Credit on such expenses.

## **79. Motor Vehicle Allowance**

- 79.1 The Official Secretary may authorise an employee to use their private motor vehicle for official purposes, where it will result in greater efficiency, or involve the Office in less expense. The quantum of Motor Vehicle Allowance will be that amount advised by the authorised provider or the amount determined by the Official Secretary under clause 74.

## **80. Living in Official Residences**

- 80.1 The Official Secretary may require certain employees with designated duties to live on the premises of Government House and Admiralty House. The fortnightly

contribution payable by these employees in respect of living in official residences shall be determined by the Official Secretary in consultation with the employee and in accordance with the Office's Policy on Living in Official Residences.

**81. Representational Clothing**

- 81.1 The Official Secretary may determine the entitlement to the reimbursement of clothing purchases to identified employees with regard to the dress standards applicable to the performance of their official duties, in consultation with the relevant staff member.

**82. Protective Clothing**

- 82.1 Protective clothing shall be provided to gardening staff and maintenance staff, and uniforms shall be provided to Household staff as determined by the Official Secretary.
- 82.2 Gardening and maintenance staff will be provided with, and are required to wear and use, protective clothing and equipment to ensure their safety while at work. The clothing and equipment to be provided to gardening and maintenance staff is detailed at Appendix 4.
- 82.3 Household staff (including kitchen staff) will be provided with, and are required to wear, uniforms while on duty. Eligible household employees and their clothing entitlements are detailed at Appendix 4.

**83. Loss, damage and indemnity**

- 83.1 The Official Secretary will reimburse an employee for loss or damage to clothing or personal effects which occurred in the course of their work in accordance with guidelines issued by the Official Secretary.

## **PART I - LEAVE ENTITLEMENTS**

### **84. Leave - General Provisions**

- 84.1 Employees will retain all leave credits that were held before the operational date of this Agreement.
- 84.2 All deduction of leave credits will be based on the employee's standard working hours and will exclude any hours attributed to the Overtime Component.
- 84.3 All leave credits accrued before the operational date of this agreement will have equivalent value under the new standard hours arrangement referred to at clause 60.
- 84.4 Where any public holiday occurs during a period of paid leave other than Long Service Leave, the period of the public holiday is not deducted from the employee's leave credits.
- 84.5 Recreation Leave, Purchased Leave, Long Service Leave, and flex-leave credits will be reinstated and Personal Leave granted subject to available credits where an employee produces satisfactory medical evidence that he/she was medically unfit for duty for one day or more while on Recreation Leave, Purchased Leave, Long Service Leave or flex-leave.

### **85. Recreation Leave**

- 85.1 The Official Secretary may approve a period of Recreation Leave where an employee has available credits, subject to operational requirements.
- 85.2 The purpose of recreation leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual, and that leave planning is an integral part of work planning and task allocation for managers. The timing and duration of annual leave is to be mutually agreed between the employee and manager unless the leave is for health and/or safety reasons.
- 85.3 Recreation Leave must be accessed in whole day periods, except in exceptional circumstances such as but not limited to employees on a graduated return to work program or parents taking blocks of half days for childcare purposes.
- 85.4 Employees are entitled to a total of 4 weeks Recreation 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.
- 85.5 Recreation Leave accrues progressively.
- 85.6 Recreation Leave credits will be recorded in hours and calculated in accordance with the following formula:

$$\frac{A \times B \times C}{D}$$

D

where:

- A = the number of weekly hours worked for the period
- B = the number of working days to count as service in the period
- C = a basic Recreation Leave credit of 4 weeks

D = the number of working days in the year

- 85.7 For the purposes of clause 85.6 all unauthorised absences will reduce the number of working days to count as service.
- 85.8 Employees on worker's compensation leave for more than 45 weeks will have Recreation Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 85.9 Where the Official Secretary cancels approved Recreation 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.
- 85.10 There is no provision to advance a Recreation Leave credit that has not accrued.
- 85.11 Branch Directors are required to ensure that employees use an appropriate amount of Recreation Leave each year in consideration of the welfare of employees and to ensure that the accrued liability for Recreation Leave for their work area is not excessive.
- 85.12 Recreation Leave credits will be paid in lieu to an employee on separation from the Office, or in the case of death, in accordance with clause 59.1.
- 85.13 Access to recreation leave on half-pay (50%) may be granted at the discretion of the Official Secretary and will be determined by the Official Secretary on a case by case basis subject to operational requirements, and available leave credits.

## **86. Cashing Out of Recreation Leave Credits**

- 86.1 The Official Secretary may agree to an employee's request to 'cash out' up to two weeks of Recreation Leave in each calendar year in conjunction with the taking of at least one week of Recreation Leave by paying the employee the value of the leave to be cashed out.
- 86.2 Recreation 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.
- 86.3 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..

## **87. Additional Recreation Leave for Sunday Duty**

- 87.1 An eligible employee who is rostered and works at least three hours of duty on six or more Sundays during the twelve months immediately preceding 1 January of each year will be granted additional Recreation Leave as follows:
- |                    |                                      |
|--------------------|--------------------------------------|
| 6 Sundays          | - 3 days additional Recreation Leave |
| 8 Sundays          | - 4 days additional Recreation Leave |
| 10 or more Sundays | - 5 days additional Recreation Leave |
- 87.2 For the purposes of clause 87.1 an eligible employee is an employee engaged by the Office prior to 4 July 2002 and who has not 'cashed-out' payment of additional recreation leave for Sunday duty under the *Office of the Official Secretary to the Governor-General Certified Agreement 2002-05*.

## **88. Personal Leave**

- 88.1 Paid Personal Leave shall be available to employees when absent because of personal illness, to care for an ill member of the employee's household or family, for compassionate reasons, for the bereavement of a family member (as defined) or household member or for other special reasons deemed appropriate by the Official Secretary.
- 88.2 The taking of Personal Leave is subject to the Official Secretary's approval.
- 88.3 Employees will accrue 20 days Personal Leave per year. This leave will accrue progressively and employees will be able to access the leave as it accrues.
- 88.4 An employee engaged on a long-term contract of employment shall be entitled to 20 days paid Personal Leave upon engagement and shall accumulate further credits in accordance with clause 88.3.
- 88.5 Employees engaged on a short-term contract are entitled to access Personal Leave on a pro-rata basis in accordance with clause 88.3.
- 88.6 Where the Personal Leave is taken for compassionate or bereavement purposes, the maximum period that can be taken is 5 days for each occasion.
- 88.7 An application for Personal 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.
- 88.8 An application for Personal Leave shall, where an employee has taken 10 days Personal Leave in that year without a medical certificate, be accompanied by a certificate from a registered health practitioner or medical service provider.
- 88.9 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 clause 88.1. If this is requested, the employee will be required to provide the evidence to cover absences from the time of the request.
- 88.10 An employee absent from the workplace on account of Personal Leave shall inform their supervisor as soon as is practicable and, in any event, before the normal commencing time of work.
- 88.11 Absences from the workplace on account of illness for a period of up to 3 hours shall, within the provisions of the flexible working arrangements, be taken as flex-time.
- 88.12 The Official Secretary may approve an employee accessing Personal Leave on half-pay where personal circumstances require.
- 88.13 A period of Personal Leave counts as service for all purposes except in the following circumstances:
- (a) if a medical certificate or other evidence is required under clause 88 and it is not provided, the Personal 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 Leave for a continuous period of more than 78 weeks (including at least 52 weeks leave with pay), any of the Personal 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 Leave without pay for a continuous period of more than 26 weeks, any of the Personal 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.
- 88.14 An employee receiving workers' compensation for more than 45 weeks will accrue Personal Leave on the basis of hours actually worked.
- 88.15 Personal Leave will not be paid out upon separation from the Office
- 88.16 An employee who exhausts their Personal Leave credits continues to have access to Compassionate Leave under s104 of the Fair Work Act 2009.

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

- 89.1 An employee who has exhausted their paid personal leave entitlement (or does not have paid personal leave) is entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate 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.
- 89.2 Unpaid carer's leave will be administered in accordance with s103 of the Fair Work Act 2009.

## **90. Long Service Leave**

- 90.1 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.
- 90.2 Leave will only be granted for a minimum period of seven consecutive calendar days.
- 90.3 Long Service Leave may not be broken by periods of flex leave or Recreation Leave.

## **91. Maternity Leave**

- 91.1 The entitlement to Maternity Leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 91.2 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. She may elect to take all or part of this combined paid leave at half pay. Any such period of maternity leave in excess of 14 weeks will not count as service for any purpose.
- 91.3 An employee is not entitled to Personal Leave with pay for any period when the employee is entitled to leave with pay under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 91.4 In addition to the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*, employees returning to work after Maternity Leave and/or Parental Leave are eligible for part-time work for a period of up to two years from the date of the birth.

Alternatively, in these circumstances, employees will be entitled to access Parental Leave without pay in accordance with clause 93.1.

- 91.5 An employee may be paid for the period of mandatory absence over a maximum period of 28 weeks at the rate of half normal pay. Any such period of maternity leave in excess of 14 weeks will not count as service for any purpose.
- 91.6 Where an employee on a long-term contract proceeds on Maternity Leave the employee will be offered an extension of that long-term contract for the period of that approved Maternity Leave.

## **92. Paid Adoption Leave**

- 92.1 The Official Secretary will approve Adoption Leave to employees with more than 12 months of continuous Commonwealth service where the employee will be the primary care giver of an adopted child under 5 years of age. In exceptional circumstances and on a case-by-case basis the Official Secretary may approve Adoption Leave where the child is over 5 years of age. Documentary evidence of approval for adoption must be submitted when applying for Adoption Leave.
- 92.2 The adoptive child must not be a child or step-child of the employee or of the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a continuous period of six months or more.
- 92.3 Eligible employees will be entitled to 14 weeks of paid adoption leave which must be taken within a period commencing from two weeks prior to the date of placement of the child and ceasing six months after the date of placement of the child.
- 92.4 An employee may be paid for the 14 week period provided in clause 92.3 over a maximum period of 28 weeks at the rate of half normal pay. The additional period of paid leave beyond the 14 weeks specified in clause 92.3 will not count as service for any purpose.
- 92.5 Adoption Leave will be taken as a continuous period unless otherwise agreed by the Official Secretary.
- 92.6 Employees returning to work after Adoption Leave are eligible for part-time work for a period of up to two years from the date of placement of the child.
- 92.7 Where an employee on a long-term contract proceeds on Adoption Leave the employee will be offered an extension of that long-term contract for the period of the approved Adoption Leave.
- 92.8 An employee is also entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child in accordance with s85 of the Fair Work Act 2009.

## **93. Parental Leave**

- 93.1 In addition to the paid leave available under clauses 91 and 92, the Official Secretary may approve leave without pay for parental purposes up to a maximum of 52 weeks over a 66-week period, with the 66-week period commencing on the day of the birth of the child or, in the case of an adopted child as provided for under clause 92.1, on the day the employee assumes responsibility for the child. Where an employee's partner is an employee of another Commonwealth agency and is

also granted leave to care for a new born or newly adopted child, the sum of the periods of leave granted to the employee and their partner for parental purposes will not exceed 66 weeks.

- 93.2 An employee who takes unpaid parental leave for his or her available parental leave period may request an extension of unpaid parental leave for a further period of 12 months in accordance with s76 of the Fair Work Act.

#### **94. Request for Flexible work arrangements**

- 94.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Official Secretary may waive this requirement in exceptional circumstances).
- 94.2 A casual employee may only request flexible work arrangements if the employee:
- (a) is a long term casual employee immediately before making the request; and
  - (b) has a reasonable expectation of continuing employment on a regular and systematic basis.
- 94.3 A request made in accordance with clause 94.1 will only be refused on reasonable business grounds, and will not override the provisions of clause 91.4 or 92.6.

#### **95. Paternity Leave**

- 95.1 Within 12 months of the birth of a child or the adoption of a child as provided for under clause 92.1, the Official Secretary may grant an employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child a maximum of 10 days paid Paternity Leave in a calendar year. In special circumstances the Official Secretary may approve leave for a non-primary care giver not residing with the child.

#### **96. Purchased Leave**

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

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

- 96.4 Purchased Leave counts as service for all purposes.
- 96.5 Purchased Leave credits will be allocated to the employee following the commencement of salary deductions.

- 96.6 Approval of Purchased Leave does not affect the employee's salary for superannuation purposes.

## **97. Recognition of Leave Entitlements**

- 97.1 Where an employee is recruited to the Office from an APS agency or the Parliamentary Services, the Office may recognise all existing unused accrued Recreation Leave and Sick Leave, which that employee has accrued in those agencies. The recognition of unused Recreation Leave credits is subject to payment being received for the unused accrued Recreation Leave liability from the employee's former agency. All future credits of leave for new employees will be under the terms of this Agreement.
- 97.2 The Official Secretary may approve the recognition of unused Recreation Leave and Sick Leave credits from other agencies in special circumstances.

## **98. Defence Reservists Leave**

- 98.1 The Defence Reserves Support Council (DRSC) has developed a public sector leave policy which it recommends to the Commonwealth Public Sector. Consistent with this policy Defence Reservists will have access to the following leave to undertake peacetime training and deployment:
- (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 allow for a Reservist's attendance at recruit/initial employment training;
  - (c) scope for additional leave for Defence service, either on a paid, unpaid or top-up basis;
  - (d) Defence leave entitlements may accumulate and be taken over a 2 year period;
  - (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 recreation leave purposes; and
  - (f) Reservists may continue to access other components of their remuneration package; eg Superannuation (subject to the rules of the CSS, PSS and Military Superannuation and Benefits Scheme), studies assistance, salary reviews and cars, during periods of Defence service.
- 98.2 Defence Reservists are not required to pay their tax-free Reserve salary to the Office in any circumstances.
- 98.3 The Official Secretary undertakes to take reasonable measures to keep Reservists who are undertaking peacetime training or deployment informed of important developments in the workplace.

## **99. Community Service Leave**

- 99.1 An eligible community service activity includes:
- (a) Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or a State or Territory; or
  - (b) carrying out a volunteer emergency management activity (within the meaning of s109(2) of the *Fair Work Act 2009*).
- 99.2 An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:
- (a) The period consists of one or more of the following:

- i. time when the employee engages in the activity;
    - ii. reasonable travelling time associated with the activity;
    - iii. reasonable rest time immediately following the activity.
  - (b) Where the activity is emergency management, the absence is due to:
    - i. regular training;
    - ii. all emergency service responses;
    - iii. reasonable rest time immediately following the activity; and
    - iv. attendance at ceremonial duties.
  - (c) Unless the activity is jury service – the employee’s absence is reasonable in all the circumstances.
- 99.3 *Office guidelines regarding Community Service Leave will be developed in the first 12 months of this Agreement.*

## **100. Miscellaneous Leave**

- 100.1 The Official Secretary may approve paid or unpaid Miscellaneous Leave which may count as service or not count as service for any reason considered by the Official Secretary to be appropriate and subject to any conditions which may be set by the Official Secretary.
- 100.2 Where aggregated Miscellaneous Leave without pay of more than 20 working days is approved in a calendar year, the total period will not count as service for any purpose unless the Official Secretary determines otherwise.
- 100.3 Miscellaneous Leave for a part day will not be approved.
- 100.4 Where an employee does not resume duty in the Office at the end of a period of Miscellaneous Leave, whether paid or unpaid, this leave will not count as service for any purpose.
- 100.5 The Official Secretary may require an employee to take Recreation Leave and/or Long Service Leave before commencing leave without pay.
- 100.6 Examples of reasons that may be appropriate for paid Miscellaneous Leave are:
- (a) jury duty as long as any payments of a salary nature paid by the court are paid to the Office;
  - (b) for emergency duty with the State Emergency Services; or
  - (c) study leave in accordance with the Office’s Studies Assistance Policy .
- 100.7 Examples of reasons that may be appropriate for unpaid Miscellaneous Leave are:
- (a) full time study commitments;
  - (b) accompanying a partner on a posting;
  - (c) outside employment in the interests of the Commonwealth;
  - (d) for personal illness or injury where the employee is not able to apply for Personal Leave;
  - (e) to enable an employee to fulfil a role with a community, humanitarian or relief organisation; or
  - (f) to care for a member of the employee’s immediate family where the employee is not able to apply for Personal Leave.

100.8 Where an employee is on unpaid Miscellaneous Leave on the working days immediately before and after a public holiday, he/she will not be paid for the public holiday.

## **101. Unauthorised Absence**

101.1 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.

101.2 Where an employee has been absent from duty without approval for a period of not less than one week, that employee may be advised by the Official Secretary, by registered post to the employee's last known address, that unless within two weeks of the date of the registered post notice being sent:

- (a) the employee returns to duty; or
  - (b) the employee explains their absence and obtains approval from the Official Secretary for the period of absence; then
- the employee's employment will be terminated on a date specified in the notice.

101.3 It would be expected that the employee's Branch Director would try to contact the employee who is unexpectedly absent to determine the reasons for the absence.

101.4 Where, within the two week period, approval is sought by the employee for a further period of absence, the Official Secretary will advise the employee by registered post that:

- (a) approval has been given to the application for a further period of absence, or
- (b) the employee is required to return to duty, and that unless he/she returns within one week of the date of this latest notice being sent, or any longer period determined by the Official Secretary, their employment will be terminated on the day following the expiration of the period specified in the notice.

## PART J - WORKFORCE PLANNING AND ADJUSTMENT

### 102. Mature Age Workers

102.1 The Office values the skills, expertise and corporate knowledge held by older workers. In an effort to support older workers to remain in the workforce past their minimum retiring age, the Office will develop within the life of this agreement a strategy to encourage better access to, and use of, the available flexible working arrangements

### 103. Redundancy Pay

103.1 Under s117 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 clause 103.3.

103.2 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.

103.3 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

103.4 This clause does not apply to casual employees.

103.5 For the purposes of clause 103.1 '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.

103.6 For the purposes of clause 103.1 'length of continuous service' means service with the Office less any periods of leave not to count as service or any unauthorised absences.

103.7 Employees eligible for redundancy under this clause will be reimbursed up to \$250 for financial counselling on production of appropriate evidence of expenditure.

#### **104. Severance Benefit**

104.1 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 clause 3.2 and 19.6, 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.

104.2 The amount of the severance benefit will be calculated on the same basis as per clause 103.3.

104.3 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

### 105. Review of Actions

- 105.1 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.
- 105.2 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.
- 105.3 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.
- 105.4 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, noting that information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.

## APPENDIX 1 – SALARY RATES

Classification	Current	On Approval 4%	5/7/2012 3.5%	4/7/2013 3.5%
<b>GHO1</b>				
Administrative Level 1	38,556	40,099	41,503	42,956
	39,835	41,429	42,880	44,381
	41,115	42,760	44,257	45,806
	42,393	44,089	45,633	47,231
	43,673	45,420	47,010	48,656
Household Level 1	38,799	40,351	41,764	43,226
	40,067	41,670	43,129	44,639
	41,331	42,985	44,490	46,048
Gardener Level 1	42,355	44,050	45,592	47,188
	43,634	45,380	46,969	48,613
	44,913	46,710	48,345	50,038
	46,186	48,034	49,716	51,457
	47,459	49,358	51,086	52,875
Maintenance Level 1	42,290	43,982	45,522	47,116
	43,568	45,311	46,897	48,539
	44,849	46,643	48,276	49,966
Household Level 2	40,483	42,103	43,577	45,103
	41,749	43,419	44,939	46,512
	43,017	44,738	46,304	47,925
<b>GHO2</b>				
Administrative Level 2	44,219	45,988	47,598	49,264
	45,498	47,318	48,975	50,690
	46,776	48,648	50,351	52,114
	48,057	49,980	51,730	53,541
	49,337	51,311	53,107	54,966
Gardener Level 2	46,930	48,808	50,517	52,286
	48,209	50,138	51,893	53,710
	49,490	51,470	53,272	55,137
	50,540	52,562	54,402	56,307
	51,813	53,886	55,773	57,726
Household Level 3	43,254	44,985	46,560	48,190
	44,523	46,304	47,925	49,603
	45,787	47,619	49,286	51,012
Maintenance Level 2	46,225	48,074	49,757	51,499
	47,493	49,393	51,122	52,912
	48,760	50,711	52,486	54,324
<b>GHO3</b>				
Administrative Level 3	49,993	51,993	53,813	55,697
	51,563	53,626	55,503	57,446
	53,134	55,260	57,195	59,197
	54,700	56,888	58,880	60,941
Gardener Level 3	57,337	59,631	61,719	63,880
	58,347	60,681	62,805	65,004
	59,397	61,773	63,936	66,174
	60,503	62,924	65,127	67,407
Household Level 4	49,476	51,456	53,257	55,121
	51,033	53,075	54,933	56,856
	52,587	54,691	56,606	58,588

\*\*

\*\*

\*\*

<b>Classification</b>	<b>Current</b>	<b>On Approval</b>	<b>5/7/2012</b>	<b>4/7/2013</b>
		<b>4%</b>	<b>3.5%</b>	<b>3.5%</b>
<b>GHO4</b>				
Administrative Level 4	56,509	58,770	60,827	62,956
	58,117	60,442	62,558	64,748
	59,726	62,116	64,291	66,542
	61,334	63,788	66,021	68,332
<b>GHO5</b>				
Administrative Level 5	63,030	65,552	67,847	70,222
	64,994	67,594	69,960	72,409
	66,818	69,491	71,924	74,442
<b>GHO6</b>				
Administrative Level 6	68,077	70,801	73,280	75,845
Gardener Level 4	70,593	73,417	75,987	78,647
	73,112	76,037	78,699	81,454
	75,631	78,657	81,410	84,260
	78,151	81,278	84,123	87,068
<b>GHO7</b>				
Executive Level 1	87,000	90,480	93,647	96,925
	90,467	94,086	97,380	100,789
	93,930	97,688	101,108	104,647
<b>GHO8</b>				
Executive Level 2	100,245	104,255	107,904	111,681
	104,711	108,900	112,712	116,657
	109,176	113,544	117,519	121,633
	113,642	118,188	122,325	126,607

- \* \*\* pay points at this level and above represent 'higher skill level' that can only be accessed:
- (a) by employees who are assessed to hold all the job competencies prescribed by the Official Secretary; and
  - (b) where higher level work requiring the application of these competencies is available on an ongoing basis.

**APPENDIX 2 –OVERTIME COMPONENT**

The following Overtime Component will be paid to employees in designated positions as set out below, in accordance with clause 51 of this Agreement.

<b>DUTIES</b>	<b>OVERTIME COMPONENT (per year)</b>
GHO1 Household Level 1 (Household Attendant Government House; Transport; Travel Assistant)	H Attend GH - 130 hrs Transport - 120 hrs Travel Assistant - 220 hrs
GHO2 Maintenance Level 2 (Caretaker GH)	Maintenance Level 2 - 330 hrs

### APPENDIX 3 – INCONVENIENCE ALLOWANCE

The following Inconvenience Allowance will be paid to employees in designated positions as set out below, in accordance with clause 52 of this Agreement.

DUTIES	INCONVENIENCE ALLOWANCE
GHO1 Household Level 1 (Household Attendant Government House; Transport; Travel Assistant)	35% of salary in lieu of Weekend Penalty, Shift Duty and unplanned changes to rosters for Household Attendant Government House; Transport; and Travel Assistant
GHO2 Maintenance Level 2 (Caretaker GH)	\$2,742 pa for return to duty without notice in the event of an emergency and 20% of salary in lieu of weekend penalties. * The fixed amount of this allowance shall be increased in accordance with the pay increases as specified in clause 14 of this agreement: 3.5% effective from 5 July 2012 3.5% effective from 4 July 2013
GHO2 Household Level 3 (2 <sup>nd</sup> Chef)	35% of salary in lieu of Weekend Penalty, Shift duty and unplanned changes to rosters.
GHO3 Household Level 4 (Executive Chef)	35% of salary in lieu of Weekend Penalty, Shift duty and unplanned changes to rosters.

## APPENDIX 4 – PROTECTIVE CLOTHING

The following Protective Clothing shall be provided to gardening staff and maintenance staff, and uniforms shall be provided to Household staff as determined by the Official Secretary, in accordance with clause 80 of this Agreement.

### Protective Clothing and equipment - Gardeners and Head Gardener

The following items of protective clothing and equipment will be supplied to Gardeners at Government House and Admiralty House.

Item	Colour	Quantity
Oilskin coat or Rainbird spray jacket and pants	Brown	1
Polar fleece jacket	Green	1
Jumpers lightweight	Green	2
L/sleeve cotton drill/work cool/perm press shirt	Green	5
100% cotton s/sleeve shirt#	Green	5
S/sleeve cotton drill/work cool/perm press shirt	Green	5
Perm press/work cool/cotton drill trousers or Moleskin trousers	Green	3
100% cotton trousers#	Green	2
Cotton drill cargo shorts/work cool – belt loops or tabs (optional)	Green	3
Socks	Green	5
Hat – summer – broadbrim and cap	Green	1 of each
Hat - winter - beanie	Green/Khaki	1
Safety boots	Brown	2
Work shoes or work boots#	Brown	1
Gumboots	Black	1
Over boots socks savers	-	1
Overalls	Green	1
Gloves – Riggers/Showa	-	1
Gloves – Beaver – ice/or equivalent	-	1
Ear muffs	-	1
Safety/sun glasses	-	1
Sleeveless vest	Green	1
Secateurs (Felco)	-	1
Leather Man (Blast)	-	1

# additional item for Head Gardener

### **Protective Clothing - Caretaker and Maintenance staff**

The following items of protective clothing will be supplied to Maintenance staff at Government House.

<b>Item</b>	<b>Colour</b>	<b>Quantity</b>
Fur jacket	Green	1
Jumper or windcheater	Green	2
Vest with crest	Green	1
Long sleeve shirt	Green	3
Short sleeve shirt	Green	3
Trousers	Green	3
Permanent press shorts	Green	3
Socks	Brown or green	5
Summer hat	Green	1
Beanie	Green	1
Boots or appropriate footwear	Brown	2
Gumboots	Black	1
Overalls	Green	1
Raincoat	Yellow	1
Rain trousers	Yellow	1
Gloves – Riggers/Showa	-	1
Safety/sun glasses	-	1

## Uniform, Protective Clothing - Admiralty Property Coordinator

The following items of uniform will be supplied to the Admiralty House Property Coordinator.

Item	Colour	Quantity
Corporate Jacket	Grey	1
Long sleeve business shirt	Blue	3
Corporate Trousers	Grey	2
Socks	Black	3
Summer hat	Blue	1
Shoes	Black	1
Safety Boots or appropriate footwear	Black or Brown	1
Government House belt	Black	1
Government House tie	Dark blue with wattle crest	1
Rainbird spray jacket and pants	Green	1
Polar fleece jacket	Green	1
Jumpers lightweight	Green	2
L/sleeve cotton drill/work cool/perm press shirt	Green/Blue	4
S/sleeve cotton drill/work cool/perm press shirt	Green/Blue	4
Perm press/work cool/cotton drill trousers or Moleskin trousers	Green/Khaki	3
Cotton drill cargo shorts/work cool – belt loops or tabs (optional)	Green/Khaki	2
Socks	Green	3
Hat – summer – broadbrim and cap	Green	1 of each
Hat - winter - beanie	Green/Khaki	1
Gumboots	Black	1
Over boots socks savers	-	1
Overalls	Green	1
Gloves – Riggers/Showa	-	1
Gloves – Beaver – ice/or equivalent	-	1
Ear muffs	-	1
Safety/sun glasses	-	1
Sleeveless vest	Green	1
Secateurs (Felco)	-	1
Leather Man (Blast)	-	1

## Uniforms – Assistant Manager Household Operations and Household Attendant

The following items of uniform will be supplied to the Assistant Manager Household Operations and Household Attendants at Government House.

### Assistant Manager Household Operations Uniforms

Item	Colour	Quantity
Jacket	Green	1
Trousers - black	Black	2

### Back-of-House Uniform - Males

Item	Colour	Quantity
Zip-front fleecy jacket	Royal blue	1
Trousers	Royal blue	2
Short or long sleeve shirt	Royal blue	4
Safety/sunglasses		1
Sun hat		1
Appropriate footwear*	Black	2

### Back-of-House Uniform – Females

Item	Colour	Quantity
Zip-front fleecy jacket	Royal blue	1
Trousers	Royal blue	2
Short or long sleeve shirt	Royal blue	4
Safety/sunglasses		1
Sun hat		1
Appropriate footwear*	Black	2

Note: Items with an \* are to be provided by the employee with the Manager Household Operations to determine what footwear is suitable. Reasonable amounts will be reimbursed to employees for the purchase of footwear upon presentation of a tax invoice and receipt.

### Household Attendant (Flower Arranger)

Flower arranging staff will wear the back-of-House uniform. In addition, a long sleeved pale blue over-shirt with embroidery will be provided to wear over the back-of-House uniform.

Item	Colour	Quantity
Trousers	Royal blue	3**
Over-shirt	Royal blue	4**

Note: Quantity marked as \*\* will be reduced to 2 for short-term casual staff

### Front-of-House Uniform - Males

Item	Colour	Quantity
Jacket	Green	1
Serving Jacket	Green	1
Serving Vest	Green	1
Long trousers without cuffs	Black	2
Belt (if required)*	Black	-
Shirt	White	4
Tie	Government House tie	2
Leather shoes*	Black	2

### Front-of-House Uniform – Females

Item	Colour	Quantity
Jacket	Green	1
Serving Jacket	Green	1
Serving Vest	Green	1
Knee length skirt	Black	2
Blouse	White	4
Leather shoes*	Black	2

Note: Items with an \* are to be provided by the employee with the Manager Household Operations to determine what item is suitable. Reasonable amounts will be reimbursed to employees for the purchase of footwear upon presentation of a tax invoice and receipt.

### Uniform - Chef

Item	Colour	Quantity
Jacket	White	4
Trousers	Black chefs' check	3
Apron	White	6
Neckerchief	White	4
Appropriate footwear *	Black	1

Note: Items with an \* are to be provided by the employee with the Manager Household Operations to determine what item is suitable. Reasonable amounts will be reimbursed to employees for the purchase of footwear upon presentation of a tax invoice and receipt.

## APPENDIX 5 –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 2011-2014</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, prior to the decision being made
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	means a person who is related by blood, by adoption, by fostering or by marriage (including a bona fide de facto relationship without discrimination as to sexual preference) to an employee and a child, adopted child or foster child of a person to whom the employee is so married
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
Workplace Consultative Committee	means the representative committee of employees and the Office established pursuant to clause 30