



OFFICE *of the*
OFFICIAL SECRETARY *to the*
GOVERNOR-GENERAL

ENTERPRISE AGREEMENT

2025-2028

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.





DECISION

Fair Work Act 2009

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

The Commonwealth Of Australia As Represented By The Office Of The Official Secretary To The Governor-General Trading AS Office Of The Official Secretary To The Governor-General
(AG2025/263)

OFFICE OF THE OFFICIAL SECRETARY TO THE GOVERNOR-GENERAL ENTERPRISE AGREEMENT 2025-2028.

Commonwealth employment

COMMISSIONER CONNOLLY

MELBOURNE, 25 MARCH 2025

Application for approval of the Office of the Official Secretary to the Governor-General Enterprise Agreement 2025-2028.

[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 2025-2028* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by The Commonwealth Of Australia As Represented By The Office Of The Official Secretary To The Governor-General Trading AS Office Of The Official Secretary To The Governor-General (the Applicant). The Agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 13 February 2025.

[3] The *notification time* for the Agreement under s.173(2) was 24 July 2024 and the Agreement was made on 24 January 2025. Accordingly, the *genuine agreement* requirements the Agreement is to be assessed under are those applying after 6 June 2023 and the *better off overall test* (BOOT) is that applying on and from 6 June 2023.ⁱ

[4] On 25 February 2025, the Employer was invited to address aspects of the Agreement including through the provision of an undertaking.

[5] The Applicant has provided written undertakings, dated 20 March 2025, and a copy is attached in Annexure A. A copy of the undertaking has been provided to the bargaining representative(s) and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative(s) that responded, supported the undertaking.

[6] I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the

Agreement, thus appearing to meet the requirements of s.190(3). The undertaking is taken to be a term of the Agreement.

[7] I note that should circumstances change with regard to the guaranteed part-time hours and higher duties issues, the parties may make an application to the Commission for reconsideration of the BOOT pursuant to s.227A of the Act.

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

[9] I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act as are relevant to this application for approval have been met.

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 12 January 2028.



COMMISSIONER

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ⁱ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.



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

**ENTERPRISE AGREEMENT
2025-2028**

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Formal Acceptance

This Agreement is made under section 172 of the FW Act.

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.

Employer

Signed for, and on behalf of, the Commonwealth by the Official Secretary, Office of the Official Secretary to the Governor-General

Signed:



Full Name:

Gerard MARTIN

Position:

Official Secretary to the Governor-General

Date:

3/2/25

Address:

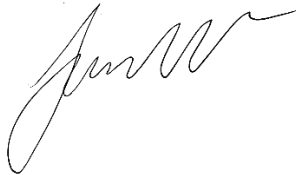
Government House, Dunrossil Drive, Yarralumla ACT 2600

Bargaining Representative

Community and Public Sector Union

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

Signed:



Full Name:

Sam McCrone

Position:

Community and Public Sector Union Team Leader

Date:

4/02/2025

Address:

Level 4, 224 Bunda Street, Canberra ACT 2601

Section 1 – Technical Matters

1. Title

- 1.1. This Enterprise Agreement, made under section 172 of the *Fair Work Act 2009* (FW Act) 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 2025-2028*.

2. Parties and Coverage

- 2.1. This Agreement covers:
 - 2.1.1. the Official Secretary to the Governor-General for and on behalf of the Commonwealth of Australia as the employer;
- 2.2. all employees employed under the *Governor-General Act 1974* other than:
 - 2.2.1. Senior Executive Service employees or equivalent;
 - 2.2.2. Persons who work in the Office whose salary is paid by another agency.
- 2.3. subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation which was a bargaining representative for this Agreement:
 - 2.3.1. The Community and Public Sector Union.

3. Operation of the Agreement

- 3.1. This Agreement will commence operation seven days after approval by the Fair Work Commission.
- 3.2. This Agreement will nominally expire on 12 January 2028.

4. Delegations

- 4.1. The Official Secretary may delegate to or authorise any person to perform any or all of the Official Secretary's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.
- 4.2. These delegations will be by a written instrument.

5. Values and Code of Conduct

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

Values:

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

- (f) Stewardship – The Office builds its capability and institutional knowledge and supports the public interest now and into the future, by understanding the long-term impacts of what it does.

Code of Conduct:

Employees of the Office must:

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

5.2. 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.

6. Closed and Comprehensive Agreement

- 6.1. This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 6.2. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 6.3. Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

7. National Employee Standard (NES) Precedence

- 7.1. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of the Office in any respect when compared with the NES.

8. Individual Flexibility Arrangements

- 8.1. The Office and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - 8.1.1. the arrangement deals with one or more of the following matters:
 - 8.1.1.1. arrangements about when work is performed;
 - 8.1.1.2. overtime rates;
 - 8.1.1.3. penalty rates;
 - 8.1.1.4. allowances;
 - 8.1.1.5. remuneration;
 - 8.1.1.6. leave and leave loading; and
 - 8.1.2. the arrangement meets the genuine needs of the Office and employee in relation to 1 or more of the matters mentioned in clause 8.1.1; and
 - 8.1.3. the arrangement is genuinely agreed to by the Office and employee.
- 8.2. The Office must ensure that the terms of the individual flexibility arrangement:
 - 8.2.1. are about permitted matters under section 172 of the FW Act; and
 - 8.2.2. are not unlawful terms under section 194 of the FW Act; and
 - 8.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3. The Office must ensure that the individual flexibility arrangement:
 - 8.3.1. is in writing;
 - 8.3.2. includes the name of the Office and employee; and
 - 8.3.3. is signed by the Office and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 8.3.4. includes details of:
 - 8.3.4.1. the terms of the Agreement that will be varied by the arrangement;
 - 8.3.4.2. how the arrangement will vary the effect of the terms;

8.3.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

8.3.4.4. states that day on which the arrangement commences.

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

8.5. The Office or employee may terminate the individual flexibility arrangement:

8.5.1. by giving no more than 28 days written notice to the other party to the arrangement;
or

8.5.2. if the Office and the employee agree in writing – at any time.

8.6. The Office and the employee are to review the individual flexibility arrangement at least every 12 months.

Section 2 – Remuneration

9. Salary Increases and Salary Rates

9.1. Employees will receive a salary increase of 4.0% effective from the first full pay period on or after 13 January 2025.

9.2. Employees will receive a salary increase of 3.8% effective from the first full pay period on or after 13 January 2026.

9.3. Employees will receive a salary increase of 3.4% effective from the first full pay period on or after 13 January 2027.

9.4. The salary rates payable to Office employees through this Agreement are set out in Appendix B - Salary Rates.

10. Payment of Salary

10.1. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12- year period.

11. Salary Setting

11.1. Where an employee is engaged, moves to or is promoted in the Office, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Official Secretary determines a higher salary within the relevant salary range under these salary setting clauses.

11.2. The Official Secretary may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.

11.3. In determining a salary under these salary setting clauses, the Official Secretary will have regard to relevant factors including the employee's experience, qualifications and skills.

- 11.4. Where an employee commences ongoing employment in the Office immediately following a period of non-ongoing employment in the Office for a specified term or task, the Official Secretary will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Office.
- 11.5. Where an employee commences ongoing employment in the Office immediately following a period of casual employment in the Office, the Official Secretary will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Office.
- 11.6. Where a person moves to the Office from an APS or Commonwealth employer, and their salary is above the maximum of the applicable Office level salary range for their classification, the Office will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 11.7. Where the Official Secretary determines that an employee's salary has been incorrectly set, the Official Secretary may determine the correct salary and the date of effect.

12. Salary on Reduction

- 12.1. Where an employee agrees, in writing, to temporarily or permanently perform 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.

13. Salary Retention

- 13.1. Where the Office approves salary retention for an employee, the following arrangements will apply:
 - 13.1.1. The employee will continue to receive the salary rate otherwise payable to the employee at the date of the decision to pay salary retention.
 - 13.1.2. any increase in remuneration that would otherwise be payable for their classification under this Agreement shall not apply; and
 - 13.1.3. 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 exceed their salary retention rate.

14. Salary Incremental Advancement

- 14.1. Advancement between salary pay points in each classification will be dependent on:
 - 14.1.1. the employee achieving satisfactory performance which is reflected in a rating of "meets role expectations" in their most recent APA; and
 - 14.1.2. 6 months of aggregate eligible service in the Office at or above the relevant classification level during the most recent APA cycle.
- 14.2. Where an employee who is employed with the Office prior to the commencement of this agreement is not on the highest salary pay point at the start of this agreement, advancement will occur on the anniversary of their commencement, until they reach the highest pay point or change role or classification, subject to the requirements of clause 14.1.
- 14.3. Eligible service for salary progression will include:
 - 14.3.1. periods of paid leave and unpaid parental leave;
 - 14.3.2. periods of unpaid leave that count as service; and

- 14.3.3. service while employed on a non-ongoing basis.
- 14.4. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- 14.5. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
- 14.6. Casual employees will not be eligible for incremental advancement.
- 14.7. Where an employee does not meet the eligibility requirements in clause 14.1.2 the Official Secretary may approve a salary advancement for the employee in accordance with clause 11.2.

15. Salary Sacrifice

- 15.1. Salary sacrifice is available to employees subject to relevant legislation. Employees will be able to salary sacrifice all salary and allowances payable as salary except that any compulsory superannuation contribution will still be required to be paid by the employee.
- 15.2. Any Fringe Benefits Tax and administrative costs incurred as a result of the employee's salary sacrifice arrangements will be met by the employee. Where employees take up the option of salary sacrifice, the employee's pre sacrifice salary will be salary for all purposes including superannuation.

16. Superannuation

- 16.1. The Office will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 16.2. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 16.3. Salary for superannuation purposes will include salary, Duty Allowance, Return to Duty Allowance and Inconvenience Allowance.
- 16.4. The Office will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Office payroll system.

Method for calculating superannuation salary

- 16.5. The Office will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the PSSap and employees in other accumulation superannuation funds.
- 16.6. Employer contributions will be made for all employees covered by this Agreement.
- 16.7. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

- 16.8. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap.
- 16.9. Employer contributions will be paid up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

17. Recovery of Monies Owed to the Office / Overpayments

- 17.1. An overpayment occurs if the Office provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).
- 17.2. Where the Official Secretary considers that an overpayment has occurred, the Official Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 17.3. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Official Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 17.4. If after considering the employee's response (if any), the Official Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Office in full by the employee.
- 17.5. The Official Secretary and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 17.6. The Office and employee may agree to make a deduction from an amount to be paid to the employee or final monies where there is an outstanding payment upon cessation of employment.
- 17.7. Interest will not be charged on overpayments.
- 17.8. Nothing in clauses 17.1 to 17.7 prevents:
 - 17.8.1. the Office from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 17.8.2. the Office from pursuing recovery of the debt through other available legal avenues; or
 - 17.8.3. the employee or the Office from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

18. Termination Payments

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

19. Payment on Death

- 19.1. Where an employee dies, or the Official Secretary has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Official Secretary must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

20. Supported Wage System

- 20.1. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 20.1.1. have a disability;
 - 20.1.2. meet the criteria for a Disability Support Pension; and
 - 20.1.3. are unable to perform duties to the capacity required.
- 20.2. Specific conditions relating to the supported wage system are detailed in Appendix C.

Section 3 – Allowances, Expenses and Reimbursements

21. Higher Duties Allowance (HDA)

- 21.1. Where a role needs to be filled for 5 or more consecutive working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 21.2. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Official Secretary.
- 21.3. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 21.4. Where an employee is assigned only part of the higher duties, the Official Secretary will determine the amount of allowance payable.
- 21.5. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is for 5 or more consecutive working days.
- 21.6. Where the Official Secretary temporarily assigns an employee to another position and that position is one which would attract a Duty Allowance or Return to Duty Allowance, the Official Secretary may approve the payment of such allowance where the vacancy is 5 or more consecutive working days and in accordance with clause 11.
- 21.7. The Official Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.

22. Workplace Support Payment

- 22.1. A workplace support payment will be paid where an employee who is appointed by the Office or elected by a nomination process to one of the following roles:
 - 22.1.1. First Aid Officer
 - 22.1.2. Health and Safety Representative
 - 22.1.3. Emergency Warden
 - 22.1.4. Harassment Contact Officer
 - 22.1.5. Mental Health First Aid Officer
 - 22.1.6. Workplace Consultative Committee

22.2. An employee is not to receive more than one workplace support payment unless approved by the Official Secretary due to operational requirements.

22.3. The minimum rate will be:

Rate from commencement of the Agreement	Rate from 13 January 2026	Rate from 13 January 2027
\$30.51/fortnight	\$31.67/fortnight	\$32.75/fortnight

22.4. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.

22.5. The full allowance is payable regardless of flexible work and part time arrangements.

22.6. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace support roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.

22.7. Casual employees who are eligible to receive a workplace support payment will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

23. Duty Allowance

23.1. 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.

23.2. 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 penalties, overtime and Restriction Allowance. The rate of Duty Allowance is 17.5% of the employee's salary.

24. Return to Duty Allowance

24.1. The Return to Duty Allowance will be an annual amount payable (refer to Appendix B) on a fortnightly basis in lieu of Restriction Allowance, to cover the requirement for employees designated by the Official Secretary, who are regularly required to remain contactable and available to perform extra duties outside of their normal working hours, without notice in the event of an emergency.

24.2. The rate per annum shall be increased in accordance with the pay increases as specified in clause 9 of this Agreement. Overtime subject to clause 52 is still claimable.

25. Inconvenience Allowance

25.1. Household Attendants who are in receipt of an Inconvenience Allowance immediately before commencement of this Agreement will continue to receive this allowance while they remain in the position of Household Attendant.

25.2. The Inconvenience Allowance is 35% of salary paid in lieu of penalties, overtime pay and unplanned changes to rosters.

25.3. An employee in receipt of Inconvenience Allowance is not eligible for Return to Duty Allowance or Restriction Allowance.

26. Restriction Allowance

26.1. 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.

26.2. The employee will be paid Restriction Allowance at the rate of \$5.25 for each hour that they are required to be contactable and available for work.

26.3. Where an employee who has been restricted is required to perform duty, they will be paid in accordance with clause 53.

26.4. Employees in receipt of Duty Allowance or Return to Duty Allowance are not eligible for Restriction Allowance.

27. Community Language Allowance

27.1. A community language allowance will be paid where the Official Secretary determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and Auslan) in the course of their work, and the employee meets the required level of competency set by the Official Secretary. Further information is included in policy.

27.2. The allowance is paid in accordance with the employee’s level of competency:

Rate	Standard	Rate from commencement of the agreement	Rate from 13 January 2026	Rate from 13 January 2027
1	An employee who has adequate language skills, as determined by an individual or body approved by the Official Secretary, for simple communication	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Official Secretary	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

27.3. The allowance is calculated annually and paid fortnightly.

27.4. The full allowance is payable regardless of flexible work and part time arrangements.

27.5. The allowance is payable during periods of paid leave.

27.6. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

28. Travel Allowance

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

29. Relocation Assistance

29.1. Where an existing employee is required to relocate at the request of the Office (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

29.2. Where an employee is required to relocate on engagement with the Office, the employee will be provided with financial relocation assistance.

29.3. Reasonable expenses associated with the relocation include:

29.3.1. the cost of transport of the employee, dependants and partner by the most economical means;

29.3.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;

29.3.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

29.3.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the *Australian Public Service Enterprise Award 2015*.

29.4. Additional relocation assistance may be considered at the Official Secretary's discretion.

30. Overtime Meal Allowance

30.1. A meal allowance (at the rate set by the Australian Taxation Office) will be available to employees required to work paid overtime for a continuous period of at least three hours.

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

31. Representational Clothing Reimbursement

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

Section 4 – Organisational and Employment Arrangements

32. Categories of Employment

- 32.1. **Full time employee** is an employee who is engaged to work 75 ordinary hours in a two week settlement period in accordance with this Agreement.
- 32.2. **Part time employee** is an employee whose ordinary hours are less than 75 ordinary hours in a two week settlement period in accordance with this Agreement.
- 32.3. **Part time employees**
- 32.3.1. Employees engaged on a full time basis will not be compelled to convert to part time employment.
 - 32.3.2. Employees engaged on a part time basis will not be compelled to convert to full time employment.

Casual Employment

- 32.4. A casual employee is defined in Appendix A.
- 32.5. A decision to expand the use of casual employees is subject to clause 89 of this Agreement.
- 32.6. The Office will regularly review the working arrangements of casual employees to assess if they are genuinely casual employees, and report de-identified outcomes to the Office Workplace Consultative Committee, where one is in place.
- 32.7. Remuneration for casual employees shall be on an hourly basis, calculated using the annual salary of the relevant classification. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- 32.8. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 32.9. A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.
- 32.10. A casual employee will not work more than 11.5 ordinary hours per shift (excluding break). A casual employee will not work more than 75 ordinary hours per two week settlement period.
- 32.11. A casual employee who is eligible for a workplace support allowance will be paid the full amount.

Non-ongoing Employment

- 32.12. A non-ongoing employee is defined in Appendix A.
- 32.13. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- 32.13.1. Personal / carer's leave accrual at clause 62.7 and clause 62.8
 - 32.13.2. Redundancy provisions at clause 93 subject to clause 32.13

32.14. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at 93 will apply.

32.15. If the redundancy provisions apply to an employee under clause 32.13, the Office must adhere to the consultation requirements at clause 89.

33. Outside Employment

33.1. 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.

33.2. Employees are required to notify the Office if they intend to engage in outside employment, so that the Office is able to decide whether there is any incompatibility between the outside employment and the employee's duties in the Office. In making a timely decision, the Office will balance the Office's interest and the employees' rights and safety considerations.

33.3. The Office may also agree to outside employment conditional on satisfactory performance of official duties.

33.4. 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.

33.5. The Office may also agree to outside employment on a trial basis subject to further review.

34. Probation

34.1. New employees are engaged on probation for the period stipulated in their offer of employment contract. The probationary period will be 6 months.

34.2. The performance of an employee on probation will be assessed under the Office's policy and guidelines for managing under-performance.

34.3. Where the employee's performance, attendance or conduct is rated as not meeting requirements of the role within the initial probationary period, the Office may terminate an employee's contract.

35. Termination During Probationary Period

35.1. On termination by the Official Secretary within the probationary period, an employee will 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.

36. Resignation from the Office

36.1. An employee may resign from their employment by giving the Official Secretary, in writing, at least 14 calendar days' notice.

36.2. At the instigation of the Official Secretary, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.

36.3. The Official Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

37. Review of Decisions to Terminate Employment

- 37.1. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee is entitled to under:
- (a) the FW Act,
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) Common law.
- 37.2. Termination of, or a decision to terminate employment, cannot be reviewed under the preventing and settling disputes / review of actions procedures addressed in Section 9 of this Agreement.
- 37.3. 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 FW Act subject to compliance with the procedures established by the Official Secretary for determining whether an employee has breached the Code of Conduct.

38. Classification Structure

- 38.1. The classification structure comprises of 8 levels; each defined by occupation-specific skill sets identifying minimum skill and/or qualification requirements for the work performed at each level.
- 38.2. The work level standards for each level of the classification structure will align where possible with the APS Work Level Standards and may be varied from time-to-time by the Office 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 91, in the first instance.

39. Broadbanding

- 39.1. The Official Secretary may approve a broadband of the Office's classification structure between one or more of the GHO1 to GHO6 levels to suit operational arrangements.
- 39.2. Movement to a higher classification through broadbanding is subject to the following criteria:
- 39.2.1. the position is an existing broadbanded position;
 - 39.2.2. the employee's performance is assessed as "meets role expectations" for the preceding APA;
 - 39.2.3. where there is sufficient ongoing work available or work currently being performed by the employee at the higher level; and
- 39.3. the employee has the necessary skills, qualifications (where relevant), and experience to perform ongoing work at the higher classification or the capacity to perform at the higher level with relevant training and development.

40. Job Security

Commitment to ongoing employment and rebuilding capacity

- 40.1. In its engagement decisions, the Office recognises that the usual basis for engagement is as an ongoing employee.

Reporting

40.2. Where a consultative committee is in place, the Office will report to the Consultative Committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the Office.

Pathways to Permanency

40.3. The Office will comply with the casual conversion provision of the FW Act. In addition, the Office recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Section 5 – Working Hours and Flexible Work

41. Hours of work

- 41.1. A full time employee (including Household Employees) will work 75 ordinary hours of work in a two week settlement period.
- 41.2. A part time employee (including Household Employees) will work the agreed number of ordinary hours of work in a two week settlement period.
- 41.3. All full time and part time employees (including Household Employees) will perform their ordinary hours of work between Monday to Friday.
- 41.4. Full time and part time employees (excluding Household Employees) perform their ordinary hours on Monday to Friday within the bandwidth of 7.00am – 7.00pm, unless the employee opts to work alternative ordinary hours under clause 50. The start and finish times within the bandwidth is determined by the Manager of the employee, in consultation with the employee.
- 41.5. A Household Employee will perform their ordinary hours between Monday to Friday at the start and finish times as determined by the roster applying to them.

42. Household Employees' rosters and guarantees

- 42.1. A Manager will prepare a roster applying to all Household Employees showing their name and the times at which they start and finish work. Managers will post the roster in a conspicuous place that is easily accessible by the Household Employees and email the roster to the Household Employees.
- 42.2. The roster of a Household Employee may be changed at any time by the Manager and employee by mutual agreement or by the Manager giving the employee at least 24 hours' notice of the change.
- 42.3. For each two week settlement period a Household Employee will be rostered:
 - 42.3.1. to work no more than 75 ordinary hours for a full-time employee; or
 - 42.3.2. to work no more than the agreed ordinary hours for a part-time employee;
 - 42.3.3. 6 ordinary hours for each shift for full time employees (excluding meal breaks) or 3 hours for each shift (excluding meal breaks) for a part-time employee;

- 42.3.4. a maximum number of ordinary hours of 11.5 (excluding unpaid breaks) per shift; and
- 42.3.5. at least 4 days off work.
- 42.4. A Household Employee may have their ordinary hours in one shift rostered to include an unpaid period off duty of up to 5 hours.
- 42.5. A Household Employee in receipt of Duty or Inconvenience Allowance will not be eligible to be paid:
 - 42.5.1. a penalty payment for ordinary hours worked between 7.00pm – 7.00am, Monday to Friday.
 - 42.5.2. an overtime payment for any work performed on a Saturday or Sunday.
- 42.6. A Household Employee not in receipt of Duty or Inconvenience Allowance is eligible to be paid:
 - 42.6.1. a penalty payment for ordinary hours worked between 7.00pm – 7.00am, Monday to Friday.
 - 42.6.2. an overtime payment for any work performed on Saturday or Sunday.

43. Averaging of Hours of Work

- 43.1. The Official Secretary or Delegate may approve a request from an employee for the averaging of hours of work over a specified period.
- 43.2. In deciding whether to approve such an application the principal consideration will be the impact on operational requirements and will be in accordance with section 63 of the FW Act.

44. Recording Attendance

- 44.1. Employees will each day record their actual start and finish times. The manner of recording attendance will be determined by the Official Secretary. Attendance records will be available to managers at all times.

45. Unauthorised Absence

- 45.1. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement 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.

46. Rest Relief

- 46.1. Employees are not expected to work more than 5 consecutive hours without taking an unpaid break of at least 30 minutes unless there are exceptional circumstances.
- 46.2. Employees who work more than 3 consecutive hours of overtime will be entitled to an 8 hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
- 46.3. Employees will be entitled to a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, 8 hours will be substituted for 10 hours.
- 46.4. These provisions do not apply to employees travelling overseas or domestically with the Governor-General, or who are in receipt of Duty Allowance or Inconvenience Allowance.

47. Flex-time

- 47.1. Flex-time provisions apply to full time and part time GHO levels 1-6. These provisions do not apply to casual employees or to those employees in receipt of a Duty Allowance or Inconvenience Allowance. An employee may take up to one working week in flex in one settlement period.
- 47.2. Flex-time arrangements for full time employees will be based on a 7 hour 30 minute working day. For part time employees, flex-time arrangements will be based on the hours included in the employee's part time work arrangement.
- 47.3. Full time employees may carry a maximum flex-time credit of 40 hours at the end of a settlement period. The flex-time credit available to part time employees is pro-rated based on standard hours of work.
- 47.4. Full time employees may carry over a maximum of 15 hours flex debit from one settlement period to the next. The flex-time debit available to part time employees is pro rata based on standard hours of work.
- 47.5. A full time employee may not carry over in excess of 40 hours flex-time credit (pro rata for part time employees) at the end of any Settlement Period unless:
- 47.5.1. They have brought the matter to the attention of their manager prior to the end of the Settlement Period; and
 - 47.5.2. they must agree to a plan with their manager to return their balance within these parameters within the next Settlement Period.
- 47.6. Prior to cessation of employment with the Office, employees must take all reasonable steps to balance their flex credits or debits. Managers should provide opportunities to enable employees to balance any flex-time credits or debits.
- 47.7. Where it is not possible to balance flex-time credits due to operational requirements, the employee's flex-time credit will be paid out on separation.
- 47.8. Where an employee separates from the Office with a flex-time debit, they may choose to acquit the debit with annual leave credits. Otherwise, the Office is authorised to recover debits from the employee's salary or final pay.

48. Executive Level TOIL

- 48.1. Executive Level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 48.2. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Office.
- 48.3. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to an employee can be taken as whole or part days.
- 48.4. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 48.5. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.

- 48.6. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in the workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 48.7. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

49. Working Arrangements for Employees in Receipt of Duty Allowance or Inconvenience Allowance

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

50. Flexible Working arrangements

Flexible working arrangements

- 50.1. The Office, employees and their union recognise:
- 50.1.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - 50.1.2. access to flexible work can support strategies to improve diversity in employment and leadership in the Office;
 - 50.1.3. access to flexible work supports the Office's capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - 50.1.4. that flexibility applies to all roles in the Office, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 50.1.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 50.2. The Office is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Office at all levels. This may include developing and implementing strategies through the Office's Workplace Consultative Committee.
- 50.3. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

- 50.4. The following provisions do not diminish an employee's entitlement under the NES.
- 50.5. An employee may make a request for a formal flexible working arrangement.
- 50.6. The request must:
- 50.6.1. be in writing;
 - 50.6.2. set out the reasons for the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 50.6.3. set out the reasons for the change, noting the reasons for the change may related to the circumstances set out at sections 65(1A) of the FW Act.

50.7. The Official Secretary must provide a written response to a request within 21 days of receiving the request.

50.8. The response must:

50.8.1. state that the Official Secretary approves the request and provide the relevant detail in clause 50.9; or

50.8.2. if following discussion between the Office and the employee, the Office, and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

50.8.3. state that the Official Secretary refuses the request and include the following matters:

50.8.3.1. details of the reasons for the refusal; and

50.8.3.2. set out the Office's particular business grounds for refusing the request, explain how those grounds apply to the request; and

50.8.3.3. either:

50.8.3.3.1. Set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the Office would be willing to make; or

50.8.3.3.2. state that there are no such changes; and

50.8.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the Enterprise Agreement, and if the employee is an eligible employee under FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

50.9. Where the Official Secretary approves the request, this will form an arrangement between the Office and the employee. Each arrangement must be in writing and set out:

50.9.1. any security and work health and safety requirements;

50.9.2. a review date (subject to clause 50.13); and

50.9.3. The cost of establishment (if any).

50.10. The Official Secretary may refuse to approve the request only if:

50.10.1. the Office has discussed the request with the employee; and

50.10.2. the Office has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

50.10.3. the Office and the employee have not reached such an agreement; and

50.10.4. the Office has regard to the consequences of the refusal for the employee; and

50.10.5. the refusal is on reasonable business grounds.

50.11. Reasonable business grounds include, but are not limited to:

50.11.1. the new working arrangements requested would be too costly for the Office;

50.11.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

- 50.11.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 50.11.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 50.11.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 50.11.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 50.12. For First Nations employees, the Office must consider connection to country and cultural obligation in responding to requests for altering the location of work.
- 50.13. Approved flexible working arrangements will be reviewed by the Office and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 50.14. An employee may request to vary an approved flexible working arrangement in accordance with clause 50.6. An employee may request to pause or terminate an approved flexible working arrangement.
- 50.15. The Official Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 50.17.
- 50.16. The Office must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 50.17. Prior to the Official Secretary varying, pausing or terminating the arrangement under clause 50.15, the Office must have:
- 50.17.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 50.17.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alternation);
 - 50.17.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 50.17.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 50.17.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 50.8.3.

Working from Home

- 50.18. The Office will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.

- 50.19. The Office may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
- 50.20. An employee working at home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 50.21. The Office will provide employees with guidance on working from home safely.
- 50.22. Employees will not be required by the Office to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Office will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 50.23. Employees may request ad hoc flexible working arrangements. Ad hoc arrangements are generally one off or short-term arrangements for circumstances that are not ongoing.
- 50.24. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 50.25. Requests for ad hoc arrangements are not subject to the request and approval process detailed in clauses 50.6 to 50.13.
- 50.26. The Office should consider ad hoc requests on a case-by-case basis, with a bias to approving ad hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 50.27. Where a regular pattern of requests for ad hoc arrangements from an employee emerges, the Office should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering the span of hours

- 50.28. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Official Secretary, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Office will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

51. Recognition of travel time

- 51.1. Employees not in receipt of a Duty Allowance undertaking approved official domestic travel outside of their ordinary hours will have the time spent in transit recognised as follows:
- 51.1.1. GHO1-6 classification will accrue flex time
 - 51.1.2. Executive level employees are granted TOIL in recognition of reasonable hours worked in line with the TOIL clauses set out in clause 48.
- 51.2. Where flex or TOIL is claimed, the time normally spent travelling to and from work should be deducted from the time spent in transit.
- 51.3. Overtime provisions only apply to employees undertaking official travel where they are directed by the Delegate to perform urgent, high priority or time critical work during transit.

52. Overtime

- 52.1. A full time or part time employee works overtime when the Delegate requests, directs, or approves the employee to do any of the following:

- 52.1.1. work more than 75 hours in a 2 week settlement period for a full time or casual employee. For a part time employee, more than the agreed number of ordinary hours per settlement period,
 - 52.1.2. work more than 11.5 hours (excluding break) in one day,
 - 52.1.3. work on a Saturday, Sunday, or rostered day off, or
 - 52.1.4. work (whether at home or at the workplace) while the employee is in receipt of Return to Duty Allowance or Restriction Allowance.
- 52.2. A full time or part time employee, who is not a Household Employee, also works overtime when the Delegate requests, directs or approves the employee to work outside of the bandwidth 7.00am to 7.00pm Monday to Friday.
- 52.3. A casual employee works overtime when the Delegate requests or directs the employee to do any of the following:
- 52.3.1. work more than 11.5 hours (excluding break) in one shift on any day, or
 - 52.3.2. work more than 75 hours in a two week settlement period.

53. Overtime pay

- 53.1. Overtime pay is available to all employees at classification GHO Levels 1-6 and HHLD Level 1, and who are not in receipt of Duty Allowance or Inconvenience Allowance. Overtime worked for Executive Level employees may be compensated through TOIL.
- 53.2. Overtime will be paid in arrears as follows:
- 53.2.1. Time and a half (150%) for the first two hours of overtime worked Monday to Friday inclusive and excluding public holidays.
 - 53.2.2. Double time (200%) after two hours of overtime worked Monday to Friday inclusive and excluding public holidays.
 - 53.2.3. Double time (200%) for any overtime worked Saturday and Sunday.
 - 53.2.4. Double time (200%) for any overtime worked on a rostered day off.
 - 53.2.5. If an employee works on a public holiday, in addition to payment of salary for that day, the employee will be paid at:
 - 53.2.5.1. time and half (150%) for time worked within their standard working hours or rostered hours, and
 - 53.2.5.2. double time and a half (250%) for work performed outside their standard working hours or rostered hours.
- 53.3. Unless otherwise approved by the Official Secretary, where an employee is required to work hours that are overtime hours, and the employee has a flex-time leave debit, the overtime hours worked will firstly be applied to the flex-time leave debit at the single time rate.
- 53.4. The minimum overtime payment for duty that is not continuous with normal work is four hours. The minimum overtime payment for duty that is continuous with normal work is one hour. For the purposes of determining whether an overtime attendance is or is not continuous with normal work, meal periods will be disregarded.
- 53.5. Where an employee performs work while in receipt of Return to Duty Allowance or Restriction Allowance:
- 53.5.1. The minimum payment will be one hour where the employee is not recalled to the workplace.

53.5.2. The minimum payment will be two hours where the employee is recalled to the workplace.

53.5.3. 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.

53.6. 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.

Application of minimum payment provisions

53.7. In all cases, where more than one instance of overtime is involved, the employee will receive the lesser of:

53.7.1. payment in accordance with the minimum payment provisions; or

53.7.2. payment as if the extra duty was continuous from the commencement of the first instance of overtime to the cessation of the last instance of overtime.

54. Penalty pay

54.1. Penalty pay is available to full time and part time Household Employees and all casual employees who are not in receipt of Duty Allowance or Inconvenience Allowance.

54.2. Employees identified above who work in the hours and days listed below will be entitled to penalty payments per hour of work as follows:

Shift	Rates for full time and part time Household employees	Rates for all casual employees (inclusive of casual loading)
Monday to Friday 7 pm until 7 am	120%	145%
Saturday all day	See Overtime clauses	150%
Sunday all day	See Overtime clauses	175%
Public Holidays	See Overtime pay clauses	250%

54.3. Where the Employee works a shift that carries over two penalty rates, the Employee will be paid at the higher penalty rate for the entirety of the shift. For example, an Employee working 5.00pm Saturday until 1.00am Sunday, will be paid the Sunday rate for the entire shift.

55. Public holidays

- 55.1. Employees will be entitled to the employee's base rate of pay for the employee's ordinary hours of work on a day or part day identified as a public holiday under section 115 of the FW Act.
- 55.2. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 55.2.1. 1 January (New Years Day)
 - 55.2.2. 26 January (Australia Day)
 - 55.2.3. Good Friday and the following Monday;
 - 55.2.4. 25 April (ANZAC Day);
 - 55.2.5. The Kings' birthday holiday (on the day on which it is celebrated in a State or Territory);
 - 55.2.6. 25 December (Christmas Day);
 - 55.2.7. 26 December (Boxing Day) and
 - 55.2.8. 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 2009* from counting as a public holiday.
- 55.3. If a public holiday falls on a Saturday or Sunday, and if under 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.
- 55.4. The Official Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 55.5. The Official Secretary and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 55.6. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 55.7. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal / carers leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service on half pay, payment is at half pay pay).
- 55.8. If under a law of a state or territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 55.2.1 to 55.2.8.
- 55.9. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part

day was not a public holiday, except where that person would not normally have worked on that day.

55.10. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Official Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.

55.11. Employees of the Office will observe the first working day after Boxing Day as if it were a public holiday. Overtime for this day will be at the public holiday rate.

56. Christmas closedown

56.1. The Office is minimally staffed over the Christmas / New Year period. All full time and part time employees will be provided with paid time off for the days between Christmas and New Year's Day which would otherwise be ordinary working days. Employees who are rostered on to work on the specified days will be provided with the choice of:

56.1.1. time off in lieu (TOIL); at single time rate, to be taken at an alternative time agreed between the employee and their Branch Director;

56.1.2. to be paid overtime if they are eligible, as per clause 52.

Section 6 – Leave

57. General Leave Provisions

57.1. Where a public holiday falls during a period when an employee is absent on a prevailing type of leave (such as leave without pay, long service leave, maternity leave etc), there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is at half pay).

57.2. Leave credits will be reinstated and personal / carer's leave, compassionate / bereavement leave or emergency response leave (non-discretionary types of leave) granted subject to available credits where an employee produces evidence while on Annual Leave, Purchased Leave, Long Service Leave or flex leave.

58. Recall to duty or cancellation of leave

58.1. Employees may have annual, purchased or miscellaneous leave cancelled, or be recalled to duty from these leave types, where the Official Secretary determines there are exceptional or emergency circumstances and it is reasonable to do so.

58.2. The Official Secretary will approve reimbursement of any reasonable and/or unrecoverable cost as a result of leave being cancelled or employees being recalled to work, in line with supporting evidence.

59. Annual leave

59.1. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily and can be accessed as it accrues. Annual leave for part time employees accrues on a pro-rata basis.

59.2. Employees may take annual leave at half pay where they do not have an excess annual leave balance (more than 40 days credit). In exceptional circumstances, the Official Secretary may determine that an employee with an excess annual leave balance can take annual leave at half pay.

59.3. Annual Leave accruals will be paid in lieu to an employee on separation from the Office, or in the case of death, in accordance with clause 19.

59.4. All unauthorised absences will reduce the number of working days to count as service.

Excess Annual leave

59.5. An annual leave balance is excess if an employee has more than 40 days credit.

59.6. Where employees have excess annual leave, they must agree a plan with their manager to take reasonable breaks from work and reduce the excess balance to 40 days or below.

59.7. If agreement cannot be reached, the Official Secretary may direct an employee to take one or more periods of annual leave to reduce the balance to 40 days or below within the next 12 months. The direction will be in writing and provide at least 30 calendar days' notice.

60. Cashing out of Annual Leave Credits

60.1. The Official Secretary may agree to an employee's request to 'cash out' some of their annual leave, provided they have taken at least one week annual leave in the preceding 12 months and will have a balance of at least 4 weeks remaining.

60.2. Each cashing out of a particular amount of annual leave must be by separate agreement in writing between the Official Secretary and the employee.

60.3. Payment will be the rate that would have been payable had the employee taken the annual leave.

61. Purchased leave

61.1. Employees may apply to the Official Secretary to purchase one, two, three or four weeks Purchased Leave credits each year, where they do not have an excess annual leave balance.

61.2. Purchased Leave must be used within 12 months of the commencement of salary deductions.

61.3. Where the Official Secretary approves that an employee may purchase leave, the employee will have an amount deducted from their fortnightly salary over a 12 month period according to the following formula:

Gross fortnightly salary x no. of weeks of Purchased leave credits

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61.4. Purchased leave will count as service for all purposes.

61.5. Purchased leave will be credited to the employee following the commencement of salary deductions.

61.6. Purchased leave does not affect the employee's salary for superannuation purposes.

61.7. Where an employee separates from the Office within 12 months of purchasing leave, a reconciliation has to be undertaken to settle the outstanding credit/debit.

61.8. The Office is authorised to pay out credits and/or recover debits from the employee's salary or final pay.

62. Personal/Carer's leave

Entitlement

- 62.1. 20 days paid leave per annum (pro rata for part time employees).
- 62.2. Leave at half pay may be approved by the Official Secretary.
- 62.3. An employee who exhausts their Personal / Carer's leave credits continues to have access to Unpaid Carers leave under section 103 and Compassionate leave under section 104 of the FW Act.
- 62.4. Personal / Carer's leave will not be paid out upon separation from the Office.

Accrual

- 62.5. Newly engaged ongoing Office employees receive 20 days credit on commencement with the Office. After 12 months the leave will accrue progressively and is credited daily.
- 62.6. Existing ongoing Commonwealth employees moving to the Office will accrue leave progressively and be credited daily upon commencement.
- 62.7. Non-ongoing employees will be credited 20 days of paid personal/carers leave upon commencement, pro-rata based on the employee's initial contract period, capped at 20 days (pro-rata for part time).
- 62.8. After the initial non-ongoing contract period or 12 months, whichever is shorter, or where the non-ongoing employee has an existing entitlement to personal/carers leave, the leave will accrue progressively and be credited daily.
- 62.9. Where employees have more than 30 days that do not count as service in the preceding 12 months, their accrual of personal/carers leave will be reduced proportionately.
- 62.10. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Usage

- 62.11. Personal / carer's leave can be used:
 - 62.11.1. Due to personal illness or injury
 - 62.11.2. To attend appointments with a registered health practitioner
 - 62.11.3. To manage a chronic condition; and / or
 - 62.11.4. To provide care or support for a family member (including household members) or a person they have caring responsibilities for, because:
 - 62.11.4.1. Of a personal illness or injury affecting the other person; or
 - 62.11.4.2. Of an unexpected emergency affecting the other person.

Carers

- 62.12. A person that an employee has caring responsibilities for may include a person who needs care because they:
 - 62.12.1. have a medical condition, including when they are in hospital;
 - 62.12.2. have a mental illness;
 - 62.12.3. have a disability;
 - 62.12.4. are frail or aged; and/or

62.12.5. are a child, not limited to a child of the employee.

Evidence

62.13. Evidence may be requested after:

62.13.1. 4 or more consecutive days; and

62.13.2. More than 10 days without evidence in a calendar year.

62.14. Acceptable evidence includes:

62.14.1. A certificate from a registered health practitioner

62.14.2. A statutory declaration; and

62.14.3. Another form of evidence approved by the Official Secretary.

62.15. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

63. Long service leave

63.1. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

63.2. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clause 73 of this Agreement.

64. Portability of Leave & Recognition of Prior Service

64.1. Where an employee is engaged by the Office from an APS agency where they were an ongoing employee, the employee's unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be transferred, provided there is no break in continuity of service.

64.2. Where an employee is engaged by the Office immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

64.3. Where an employee is engaged as an ongoing employee in the Office, and immediately prior to the engagement the person was employed as a non-ongoing employee (whether in the Office or an APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

64.4. Where an employee is engaged as a non-ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing employee (whether in the Office or an APS agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

64.5. Where an employee is engaged as an ongoing employee in the Office and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 64.2), the Official Secretary will recognise any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave at the employee's request. The Office will advise the employee of their ability to make this request.

- 64.6. Where an employee is engaged as an ongoing employee in the Office and immediately prior to the engagement the person was employed by a State or Territory Government, the Official Secretary may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 64.7. For the purposes of clauses 64.1 to 64.6, an employee with a break in service of less than 2 months is considered to have continuity of service.

65. Parental leave

Parental leave

- 65.1. A primary caregiver, secondary caregiver and *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act) is defined in Appendix A.
- 65.2. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 65.3. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 65.4. Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

Payment during parental leave

- 65.5. An employee is entitled to parental leave with pay as per clauses 65.7 and 65.8 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.
- 65.6. Employees newly engaged or who have moved to the Office from an APS or Commonwealth employer are eligible for the paid parental leave in clauses 65.7 and 65.8 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 65.7 and 65.8, the balance is available to the employee.
- 65.7. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary caregivers – circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

65.8. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 below.

Table 2: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this agreement
Date of commencement of this agreement to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

65.9. Flexibility: Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.

65.10. Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

65.11. Half-pay option: The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

65.12. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:

65.12.1. is under 16 as at the day (or expected day) of placement;

65.12.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and

65.12.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

65.13. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

65.14. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

65.15. A stillborn child is a child:

65.15.1. who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;

65.15.2. who has not breathed since delivery; and

65.15.3. whose heart has not beaten since delivery.

Pregnancy loss leave

65.16. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave.

65.17. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

65.18. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

65.19. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

65.20. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 65.19 until after the legislated paid maternity leave is used.

66. Compassionate and Bereavement leave

Compassionate Leave

66.1. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

66.1.1. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or

66.1.2. the employee or their partner has a miscarriage.

66.2. An employee may be asked to provide evidence to support their absences on compassionate leave.

66.3. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

66.4. For casual employees, compassionate leave is unpaid.

Bereavement leave

66.5. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

66.5.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

66.5.2. a child is stillborn, where the child was a member of their family (including a member of their household).

66.6. An employee may be asked to provide evidence to support their absences on bereavement leave.

66.7. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

66.8. For casual employees, bereavement leave is unpaid.

67. Cultural, ceremonial and NAIDOC leave

NAIDOC leave

67.1. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

67.2. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

67.3. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

67.4. The Official Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

67.5. First Nations ceremonial leave can be taken as part days.

67.6. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

67.7. The Official Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.

67.8. The Official Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

67.9. Cultural leave can be taken as part days.

67.10. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 67.3 to 67.6.

68. Emergency response leave

68.1. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:

68.1.1. the time engaged in the activity;

68.1.2. reasonable travelling time; and

- 68.1.3. reasonable recovery time.
- 68.2. Full time and part time employees will be able to access 20 working days of paid emergency response leave, at their full rate of pay, per year if required. The Office may provide additional emergency response leave with pay.
 - 68.2.1. For the purpose of this clause, full rate of pay is to be as if the employee was at work.
- 68.3. Paid leave may be refused where the employee's role is essential to the Office's response to the emergency.
- 68.4. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 68.5. The Office may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 68.6. Emergency response leave, with or without pay, will count as service.

69. Jury duty

- 69.1. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 69.2. Full and part time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
 - 69.2.1. For the purpose of this clause, full rate of pay is to be as if the employee was at work.
- 69.3. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 69.4. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Office for the period of absence. This will be administered in accordance with the overpayments clause.

70. Leave to attend proceedings

- 70.1. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty. Full and part time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
- 70.2. An employee who is not covered under clause 70.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Office.
- 70.3. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Official Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 70.4. The Official Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

71. Defence related leave

Defence reservist leave

- 71.1. The Official Secretary will give an employee leave with or without pay to undertake:
- 71.1.1. Australian Defence Force (ADF) Reserve and continuous full time service (CFTS); and
 - 71.1.2. Australian Defence Force Cadet obligations.
- 71.2. An employee who is a Defence Reservist can take leave with pay for:
- 71.2.1. up to 4 weeks (20 days) in each financial year (pro-rata for part time employees); and
 - 71.2.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part time employees).
- 71.3. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 71.4. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties.
- 71.5. Australian Defence Force Cadets means:
- 71.5.1. Australian Navy Cadets;
 - 71.5.2. Australian Army Cadets; and
 - 71.5.3. Australian Air Force Cadets.
- 71.6. In addition to the entitlement at clause 71.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 71.7. Paid defence reservist leave counts for service.
- 71.8. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 71.9. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 71.10. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence Service Sick Leave

- 71.11. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- 71.11.1. war like service; or
 - 71.11.2. non-war like service.
- 71.12. An eligible employee can get 2 types of credits:
- 71.12.1. an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part time employees) will apply as at the following dates, whichever is later:
 - 71.12.1.1. they start employment with the Office; or
 - 71.12.1.2. DVA certifies the condition; and

- 71.12.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part time employees).
- 71.13. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 71.14. Unused annual credits can be built up to 9 weeks.
- 71.15. An employee cannot use annual credits until the initial credit is exhausted.
- 71.16. Defence service sick leave is paid and counts as service for all purposes.

72. Miscellaneous leave

- 72.1. Miscellaneous leave may be granted with or without pay for an appropriate purpose that is not provided for elsewhere in this Agreement. Miscellaneous leave with pay will be provided to employees, for Family and Domestic Violence support. The Official Secretary will consider requests in line with supporting evidence.
- 72.2. Unless otherwise determined by the Official Secretary:
- 72.2.1. A period of miscellaneous leave with pay counts as service for any purpose, unless otherwise required by legislation.
 - 72.2.2. A period of miscellaneous leave without pay will not count as service for any purpose, unless otherwise required by legislation.
- 72.3. Applications for miscellaneous leave are considered subject to the operational requirements of the Office and on a case-by-case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
- 72.4. Unless the Official Secretary determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate leave are exhausted i.e. miscellaneous leave will only be approved where another form of leave is not available.

73. Re-crediting of leave

- 73.1. When an employee is on:
- 73.1.1. annual leave;
 - 73.1.2. purchased leave;
 - 73.1.3. defence reservist leave;
 - 73.1.4. First Nations ceremonial leave;
 - 73.1.5. NAIDOC leave;
 - 73.1.6. cultural leave; or
 - 73.1.7. long service leave; and
- becomes eligible for, under legislation or this Agreement:
- 73.1.8. personal/carer's leave;
 - 73.1.9. compassionate or bereavement leave;
 - 73.1.10. jury duty;
 - 73.1.11. emergency services leave;
 - 73.1.12. leave to attend to family and domestic violence circumstances; or
 - 73.1.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss;

- the affected period of leave will be re-credited.
- 73.2. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 73.3. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Section 7 – Employee Wellbeing, Support and Workplace Culture

74. Employee Assistance Program

- 74.1. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the Office and will be accessible on paid time.

75. Workloads

- 75.1. The Office recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 75.2. When determining workloads for an employee or group of employees, the Office will consider the need for employees to strike a balance between their work and personal life.
- 75.3. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Office and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

76. Respect at work

Principles

- 76.1. The Office values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Office recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 76.2. The Office recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.

Consultation

- 76.3. The Office will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

77. Integrity in the Office

- 77.1. The Office understands that procedural fairness is essential in building and maintaining trust with Office employees, and that it requires fair and impartial processes for employees affected by Office decisions.
- 77.2. Employees are to give advice that is frank, honest, timely and based on the best available evidence. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the Office Code of Conduct.
- 77.3. Employees can, during their ordinary work hours, take time to:
 - 77.3.1. access an ethics advisory service or another similar service provided by a professional association such as a law society or in the Office; and
 - 77.3.2. attend Office mandated training about integrity.

78. Blood donation

- 78.1. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 78.2. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

79. Vaccinations

- 79.1. The Office will offer annual influenza vaccinations at no cost to all employees.
- 79.2. Where the Office requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

80. Family and domestic violence support

- 80.1. The Office will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 80.2. The Office recognises that a holistic approach should be taken to support the employee, appropriate to the employee's individual circumstances.
- 80.3. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 80.4. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include but are not limited to:
 - 80.4.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 80.4.2. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence and is ill or injured as a result of family and domestic violence;
 - 80.4.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence;
 - 80.4.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 80.4.5. accessing alternative accommodation;

- 80.4.6. accessing police services;
- 80.4.7. attending court hearings;
- 80.4.8. attending counselling; and
- 80.4.9. attending appointments with medical, financial or legal professionals.
- 80.5. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purpose.
- 80.6. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 80.7. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 80.8. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 80.9. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 80.10. Evidence may be requested to support the Office in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Office will require, unless the employee chooses to provide another form of evidence.
- 80.11. An employee may choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 80.12. The Office will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Office will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Office may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 80.13. Where the Office needs to disclose confidential information for purposes identified in clause 80.12, where it is possible the Office will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and / or privacy breaches.
- 80.14. The Office will not store or include information on the employee's pay slip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 80.15. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and or shift patters and or location of work where reasonable practicable.
- 80.16. The Office will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 80.17. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

81. Lactation and breastfeeding support

- 81.1. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 81.2. The Office will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 81.3. In considering whether a space is appropriate, an agency should consider whether:
 - 81.2.1. there is access to refrigeration;
 - 81.2.2. the space is lockable;
 - 81.2.3. there are facilities needed for expressing, such as appropriate seating.
- 81.3. Where it is not practicable for an Office site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 81.4. The Office will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 81.5. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- 81.6. Further information is available in policy.

82. Disaster Support

- 82.1. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Official Secretary will consider flexible working arrangements to assist the employee to perform their work.
- 82.2. Where flexible working arrangements are not appropriate, the Official Secretary may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 82.3. In considering what period of leave is appropriate, the Official Secretary will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

83. Fitness for Duty

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

Section 8 – Performance and Development

84. Performance Management

- 84.1. The Office's APA will apply to all employees. The cycle will begin on 1 September and end on 31 August of the following year.
- 84.2. Salary advancement is dependent on meeting the eligibility requirements outlined in clause 14.

85. Managing Under-Performance

- 85.1. Where an employee is assessed as not meeting role expectations under the Office's Annual Performance Agreement or has been identified as not meeting required standards of work, the Office may initiate an under-performance process in accordance with the Office policy on managing under performance.

86. Professional Memberships

- 86.1. 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 associates may be made where:
 - 86.1.1. membership of a professional association is a requirement under State or Territory laws for an employee to undertake their responsibilities for the Office; or
 - 86.1.2. where the Official Secretary is of the opinion that membership of a professional associate would provide a real and distinct benefit for the Office.
- 86.2. Renewal of such memberships for individual employees will be considered on a year-by-year basis.

87. Studies assistance

- 87.1. Subject to approval from the Official Secretary, employees may apply for study leave and financial assistance for approved courses, usually on a reimbursement basis, in conjunction with work, relevant to the Office.

88. First Nations Cultural Competency Training

- 88.1. The Official Secretary will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
- 88.2. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Section 9 – Consultation, Representation and Dispute Resolution

89. Consultation

89.1. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.

89.2. The Office recognises:

- 89.2.1. the importance of inclusive and respectful consultative arrangements;
- 89.2.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
- 89.2.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
- 89.2.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- 89.2.5. the benefits of employee and union involvement and the right of employees to be represented by their union.

89.3. Genuine and effective consultation involves:

- 89.3.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- 89.3.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- 89.3.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
- 89.3.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

89.4. Consultation is required in relation to:

- 89.4.1. changes to work practices which materially alter how an employee carries out their work;
- 89.4.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- 89.4.3. major change that is likely to have a significant effect on employees;
- 89.4.4. implementation of decisions that significantly affect employees;
- 89.4.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- 89.4.6. other workplace matters that are likely to significantly or materially impact employees.

89.5. The Office, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

89.6. This clause applies if the Office:

89.6.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

89.6.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

89.7. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

89.8. The Office must recognise the representative if:

89.8.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

89.8.2. the employee or employees advise the employer of the identity of the representative.

Major change

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

89.9.1. the termination of the employment of employees; or

89.9.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

89.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

89.9.4. the alteration of hours of work; or

89.9.5. the need to retrain employees; or

89.9.6. the need to relocate employees to another workplace; or

89.9.7. the restructuring of jobs.

89.10. The following additional consultation requirements in clause 89.11 to 89.17 apply to a proposal to introduce a major change referred to in clause 89.4.3.

89.11. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 89.5.

89.12. Where practicable, an Office change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.

89.13. The Office must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

- 89.14. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 89.5, the Office must:
- 89.14.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 89.14.2. the proposed change:
 - 89.14.3. the effect the proposed change is likely to have on the employees; and
 - 89.14.4. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 89.14.5. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 89.14.5.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 89.14.5.2. information about the expected effects of the proposed change on the employees; and
 - 89.14.5.3. any other matters likely to affect the employees.
- 89.15. The Office must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 89.16. However, the Office is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 89.17. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Office, the requirements set out in clauses 89.11 to 89.15 are taken not to apply.

Change to regular roster or ordinary hours of work

- 89.18. The following additional consultation requirements in clause 89.19 to 89.22 apply to a proposal to introduce a change referred to in clause 89.4.5.
- 89.19. The Office must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 89.20. As soon as practicable after proposing to introduce the change, the Office must:
- 89.20.1. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 89.20.1.1. the proposed introduction of the change; and
 - 89.20.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 89.20.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 89.20.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 89.20.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 89.20.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including

any impact in relation to their family or caring responsibilities). However, the Office is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

89.21. The Office must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

89.22. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

Office consultative committees

89.23. The Official Secretary may establish Office consultative committees to discuss relevant workplace matters.

89.24. Office consultative committees will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committees will be in accordance with the terms of reference.

90. Delegates' rights

90.1. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

90.2. The role of union delegates is to be respected and supported.

90.3. The Office and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

90.4. The Office respects the role of union delegates to:

90.4.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;

90.4.2. consult with other delegates and union officials, and get advice and assistance from union officials;

90.4.3. represent the interests of members to the employer and industrial tribunals; and

90.4.4. represent members at relevant union forums, Office consultative committees or bargaining.

90.5. The Office and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

90.6. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

90.7. To support the role of union delegates, the Office will, subject to legislative and operational requirements, including privacy and security requirements:

90.7.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;

- 90.7.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 90.7.3. allow reasonable official union communication appropriate to the Office from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 90.7.4. provide access to new employees as part of induction; and
 - 90.7.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 90.8. Where Office employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Office before speaking publicly in that capacity, subject to the Office Code of Conduct and legislative requirements.

91. Dispute resolution

Dispute Resolution

- 91.1. If a dispute relates to:
- 91.1.1. a matter arising under the Agreement; or
 - 91.1.2. the NES;
- this term sets out procedures to settle the dispute.
- 91.2. An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- 91.3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 91.4. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 91.5. If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 91.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 91.6. The Fair Work Commission may deal with the dispute in 2 stages:
- 91.6.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 91.6.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 91.6.2.1. arbitrate the dispute; and
 - 91.6.2.2. make a determination that is binding on the parties.

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

91.7. While the parties are attempting to resolve the dispute using the procedures in this term:

91.7.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Office that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

91.7.2. subject to clause 91.7.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

91.7.2.1. the work is not safe; or

91.7.2.2. applicable work health and safety legislation would not permit the work to be performed; or

91.7.2.3. the work is not appropriate for the employee to perform; or

91.7.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

91.9. Any disputes arising under the *Office of the Official Secretary to the Governor-General Enterprise Agreement 2015-2018* or the NES that were formally notified under clause 10 of the *Office of the Official Secretary to the Governor-General Enterprise Agreement 2015-2018* before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

91.10. Where the provisions of clauses 91.1 to 91.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in 91.2, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 91.5.

92. Review of Actions

92.1. An employee is entitled to request an informal review of any action that relates to their employment, other than a decision subject to clause 91, 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.

92.2. 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:

92.2.1. treat the matter in confidence; and

92.2.2. 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.

- 92.3. Appropriate action may include:
- 92.3.1. appointing a suitably qualified and unbiased person to resolve the matter by conciliation or mediation; and /or
 - 92.3.2. 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
 - 92.3.3. 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.
- 92.4. The following principles will apply:
- 92.4.1. the case will be dealt with as expeditiously as possible
 - 92.4.2. the onus is on the employee to establish a case
 - 92.4.3. the employee will specify the outcomes sought
 - 92.4.4. the procedural fairness will apply to all parties to the review, so they have:
 - 92.4.4.1. the right to a fair hearing by an unbiased person
 - 92.4.4.2. the right to know the case against them; and
 - 92.4.4.3. the opportunity to comment on material which may result in findings adverse to them;
 - 92.4.5. the standard of proof to apply will be the balance of probabilities
 - 92.4.6. full investigation of alleged incidents, statements and events will only be conducted if preliminary consideration shows this would achieve some useful purpose; and
 - 92.4.7. as far as possible, confidentiality and privacy will be observed in accordance with the Australian Privacy Principles.

Section 10 – Management of Excess Employees

93. Redundancy Payment

- 93.1. Under section 119 of the FW Act where an employee whose employment is deemed excess to requirements and whose employment is terminated by the Official Secretary is entitled to redundancy pay calculated in accordance with clause 93.4.
- 93.2. This clause does not apply to casual employees and excludes employees who have transferred to the Office from another agency and are on leave without pay from that other agency.
- 93.3. For the purpose of this Agreement, an employee is excess if:
- 93.3.1. the employee is included in a class of Office employee which comprises a greater number of employees than is necessary for the efficient and economical working of the Office;
 - 93.3.2. the services of the employee cannot be effectively used because of technological or their changes in the work methods of the Office or structural or other changes in the nature, extent, or organisations of the functions of the Office; or

93.3.3. 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.

93.4. The following redundancy benefits are payable, in addition to the notice period provided for under the FW Act.

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.

93.5. For the purposes of clause 93.1 '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 have been approved.

93.6. For the purposes of clause 93.4 'length of continuous service' means service with the Office less any periods of leave not to count as service or any unauthorised absences.

93.7. Employees eligible for redundancy under this clause will be reimbursed up to \$1,000 for financial counselling on production of appropriate evidence of expenditure.

Severance Benefit

93.8. 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:

93.8.1. employees who have transferred to the Office from another agency and are on leave without pay from that other agency;

93.8.2. employees whose employment is terminated under clauses 5.2 and 85.1 or for any other cause which in the view of the Official Secretary would have justified the dismissal of the employee without the consent of the employee;

- 93.8.3. employees who were offered and refused to accept an extension or a new contract unless the new contract offers terms that are less favourable;
 - 93.8.4. casual employees;
 - 93.8.5. employees engaged for a defined project or on a short-term contract; and
 - 93.8.6. employees terminated within the probationary period.
- 93.9. The amount of the severance benefit will be calculated on the same basis as per clause 93.4.
- 93.10. Employees eligible for severance benefits under this clause will be reimbursed up to \$1,000 for financial counselling on production of appropriate evidence of expenditure.

Appendix A - Definitions and Acronyms

The following definitions apply to this Agreement:

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 2025 – 2028</i> .
Allowance	means an Allowance that is paid in addition to Salary as set out in this Agreement and excludes the Overtime Component.
Annual Performance Agreement (APA)	means the yearly agreement that outlines responsibilities of employees and documents expectations of performance and learning and development, as agreed to with direct supervisors.
APS	means the Australian Public Service.
Australian Defence Force Cadets	means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
Bandwidth	means the span of hours during which an employee can perform ordinary hours.
Branch Director	means the EL2 responsible for operational outputs of a specified work area.
Broadband	refers to the allocation of more than one approved classification by the Official Secretary to a group of duties involving work value applying to more than one. A broadband encompasses the full range of work value of the classifications contained within it.
Casual employee	means an employee engaged under section 13 of the <i>Governor-General Act 1974</i> who: <ul style="list-style-type: none"> a. Is engaged as a casual employee; and b. is a casual employee as defined by the FW Act.
Classification or classification level	means the approved classifications aligned with and as set out in Appendix B of this Agreement.
Child	means a biological child, adopted child, foster child, stepchild, or ward.
De facto partner	means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
Delegate	means someone to whom a power or function has been delegated.
Dependant	means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
Employee	means a person employed in the Office, under section 13 of the <i>Governor-General Act 1974</i> , (whether full time, part time or casual, ongoing or non-ongoing).

Employee representative	means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
Family or immediate family	means: <ul style="list-style-type: none"> a. a spouse, former spouse, de facto partner or former de facto partner of the employee; a. a child, parent, grandparent, grandchild, or sibling of the employee; b. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee; c. a member of the employee's household; or d. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
Family and domestic violence	has the same meaning as in section 106B (2) of the FW Act.
Full time employee	means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.
FW Act	means the <i>Fair Work Act 2009</i> as amended from time to time.
Government House Officer (GHO)	means an employee who is employed and aligned with the Office's classification structure, as outlined in clause 38 and Appendix B of this Agreement.
Household Employee	means employees who are employed as a household attendant (classified as HHLD Level 1), chef or kitchen staff, who work a roster.
Manager	means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters and may include a person referred to as a supervisor or team leader.
ML Act	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation.
Non-ongoing employee	means an employee engaged for a specified term or for the duration of a specified task in accordance with section 13 of the <i>Governor-General Act 1974</i> , consistent with the FW Act.
NES	means the National Employment Standards at Part 2-2 of the FW Act.
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.
Ongoing employee	means an employee engaged under section 13 of the <i>Governor-General Act 1974</i> .
Ordinary hours of work	means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
Parliamentary service	means employment under the <i>Parliamentary Service Act 1999</i> .

Partner	means a spouse or de facto partner.
Part time employee	means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.
Primary caregiver	for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
Relevant employee	means an affected employee.
Roster	means a schedule of shifts specifying the days and hours that Household employee is required to perform duty.
Secondary caregiver	for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
Settlement period	means the two week period commencing Thursday and finishing Wednesday that employee's timesheets and pay is based on.

Appendix B – Base Salaries

Salary Pay Point	Current	13 January 2025 4.0%	13 January 2026 3.8%	13 January 2027 3.4%
Government House Officer Level 1 / Household Level 1				
GHO11	\$52,036.00	\$54,118.00	\$56,174.00	\$58,084.00
GHO12	\$52,726.00	\$54,836.00	\$56,919.00	\$58,855.00
GHO13	\$54,419.00	\$56,596.00	\$58,747.00	\$60,745.00
GHO14	\$56,111.00	\$58,356.00	\$60,573.00	\$62,633.00
GHO15	\$57,805.00	\$60,118.00	\$62,402.00	\$64,524.00
HHL11	\$51,352.00	\$53,407.00	\$55,436.00	\$57,321.00
HHL12	\$53,030.00	\$55,152.00	\$57,247.00	\$59,194.00
HHL13	\$54,704.00	\$56,893.00	\$59,055.00	\$61,063.00
Government House Officer Level 2				
GHO21	\$58,526.00	\$60,868.00	\$63,180.00	\$65,329.00
GHO22	\$60,219.00	\$62,628.00	\$65,008.00	\$67,219.00
GHO23	\$61,912.00	\$64,389.00	\$66,836.00	\$69,109.00
GHO24	\$63,607.00	\$66,152.00	\$68,666.00	\$71,001.00
GHO25	\$65,301.00	\$67,914.00	\$70,494.00	\$72,891.00
Government House Officer Level 3				
GHO31	\$66,167.00	\$68,814.00	\$71,429.00	\$73,858.00
GHO32	\$68,244.00	\$70,974.00	\$73,671.00	\$76,176.00
GHO33	\$70,324.00	\$73,137.00	\$75,917.00	\$78,499.00
GHO34	\$72,396.00	\$75,292.00	\$78,153.00	\$80,811.00
Government House Officer Level 4				
GHO41	\$74,792.00	\$77,784.00	\$80,740.00	\$83,486.00
GHO42	\$76,919.00	\$79,996.00	\$83,036.00	\$85,860.00
GHO43	\$79,050.00	\$82,212.00	\$85,337.00	\$88,239.00
GHO44	\$81,178.00	\$84,426.00	\$87,634.00	\$90,614.00
Government House Officer Level 5				
GHO51	\$83,424.00	\$86,761.00	\$90,058.00	\$93,120.00
GHO52	\$86,021.00	\$89,462.00	\$92,862.00	\$96,020.00
GHO53	\$88,436.00	\$91,974.00	\$95,469.00	\$98,715.00
Government House Officer Level 6				
GHO61	\$90,102.00	\$93,707.00	\$97,267.00	\$100,575.00
GHO62	\$93,431.00	\$97,169.00	\$100,861.00	\$104,291.00
GHO63	\$96,767.00	\$100,638.00	\$104,462.00	\$108,014.00
GHO64	\$100,099.00	\$104,103.00	\$108,059.00	\$111,734.00
GHO65	\$103,436.00	\$107,574.00	\$111,662.00	\$115,459.00
Executive Level 1				
EL1.1	\$115,145.00	\$119,751.00	\$124,302.00	\$128,529.00
EL1.2	\$119,735.00	\$124,525.00	\$129,257.00	\$133,652.00
EL1.3	\$124,318.00	\$129,291.00	\$134,204.00	\$138,767.00
Executive Level 2				
EL2.1	\$132,675.00	\$137,982.00	\$143,226.00	\$148,096.00
EL2.2	\$138,585.00	\$144,129.00	\$149,606.00	\$154,693.00
EL2.3	\$144,497.00	\$150,277.00	\$155,988.00	\$161,292.00
EL2.4	\$150,407.00	\$156,424.00	\$162,368.00	\$167,889.00
Return to Duty	\$3,491.00	\$3,631.00	\$3,769.00	\$3,898.00

Appendix C – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability, and are eligible for a supported wage under the terms of this Agreement.

Definitions

2. In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au)

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 1 Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent

Assessed capacity	Percentage of agreement rate
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

Workplace adjustment

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 on assessment of capacity.

Appendix D - Recognition of Allowances for Particular Purposes

Entitlement	Recognised as salary for the following purposes							Paid on termination of employment			
	Annual Leave	Personal Leave	Purchased Leave	Long Service Leave	Parental Leave	Overtime	Superannuation*	Paid on lieu of notice	Annual Leave in lieu	Long Service Leave in lieu	Counts for redundancy purposes
Duty allowance	✓	✓	✓	✓	✓	N/A	✓	✓	✓	✓	✓
Inconvenience allowance <i>(grandfathered)</i>	✓	✓	✓	✓	✓	N/A	✓	✓	✓	✓	✓
Return to Duty allowance	✓	✓	✓	✓	✓	x	✓	✓	x	✓	✓
Restriction allowance	x	x	x	x	x	x	x	x	x	x	x
Higher Duties allowance	✓	✓	✓	✓	✓	✓*	✓	✓*	✓*	✓*	✓*
Workplace Support payment	✓	✓	✓	✓	✓	x	✓	✓	x	✓	x
Community Language allowance	✓	✓	✓	✓	✓	x	✓	✓	✓	✓	✓
Salary specific Individual Flexibility Arrangement (IFA)	✓	✓	✓	✓	✓	✓*	✓	✓	✓	✓	✓
* certain eligibility requirements and qualifying timeframes may apply (Where an employee is part time or takes a period of leave at half pay, the above table may be reduced pro rata)											



IN THE FAIR WORK COMMISSION

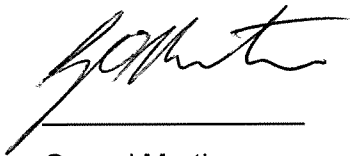
FWC MATTER NO: AG2025/263

SECTION 185 – APPLICATION FOR APPROVAL OF A SINGLE ENTERPRISE AGREEMENT

APPLICANT: The Commonwealth of Australia as represented by the Office of the Official Secretary to the Governor-General

I, Gerard Martin, Official Secretary to the Governor-General, on behalf of the Commonwealth of Australia as represented by the Office of the Official Secretary to the Governor-General, give the following undertaking pursuant to section 190 of the *Fair Work Act 2009* with respect to the *Office of the Official Secretary to the Governor-General Enterprise Agreement 2025-2028 (Agreement)*:

1. For the purposes of clause 42 of the Agreement:
 - 1.1. A Household Employee, not in receipt of Inconvenience Allowance, rostered to work a broken shift will be paid an allowance of:
 - 1.1.1. \$3.41 per day where the period between shifts is between 2 and 3 hours; and
 - 1.1.2. \$5.16 per day where the period between shifts is more than 3 hours.



Gerard Martin
Official Secretary to the Governor-General
20 March 2025