



## DETERMINATION

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# OF TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PRIME MINISTER'S OFFICIAL ESTABLISHMENTS EMPLOYEES

## 2020-2023

I, Gerard Martin, being a person authorised under section 32 of the *Members of Parliament (Staff) Act 1984* ('the Act') to exercise on behalf of the Prime Minister the powers conferred on the Prime Minister by Part III of the Act, hereby determine pursuant to subsections 14(3) and 15(2) of the Act the terms and conditions of employment of persons employed under subsection 13(1) of the Act to perform duties at the Prime Minister's Official Establishments.

The Prime Minister's Official Establishments Employees Determination No. 2017/07 is hereby revoked.

Gerard Martin  
First Assistant Secretary  
Ministerial Support Division  
17 October 2020

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## SECTION 1-TECHNICAL MATTERS

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### Title

1. This Determination is called the Prime Minister's Official Establishments Employees Determination No. 2020 – 2023 (the Determination).

### Application and Period of Operation

2. The Determination applies to full time and part time employees employed as the Prime Minister's Official Establishments Employees under Part III, subsection 13(1), of the *Members of Parliament (Staff) Act 1984* (the Act) who carry out duties for the Prime Minister's Official Establishments in a position specified in Schedule 1 of this Determination (the employee). A separate Determination sets out the terms and conditions for casual employees.
3. The Determination will commence on 10 October 2020 and will expire three (3) years from that date or on commencement of any further determination that covers the employment of employees to whom this Determination applies. If, for whatever reason, a further determination does not commence three (3) years after the commencement date of this Determination, the terms and conditions of employment (other than any remuneration increases) will continue as if the Determination was still in effect until such time as a new determination commences.

### Interpretation and Delegations

4. A reference to a person to whom the Determination applies means a person to whom this Determination applies in accordance with clause 2 above.
5. A reference to the employer is a reference to the Department of the Prime Minister and Cabinet.
6. A reference to the Delegate shall be read as a reference to a person authorised by the Prime Minister for the purpose of the provision in which the reference occurs. For the purposes of the Determination the First Assistant Secretary, Ministerial Support Division, PM&C, is the Delegate.
7. Unless the contrary intention appears, a reference to the Prime Minister shall be read as including a reference to a person authorised by the Prime Minister for the purpose of the provision in which the reference occurs.

### Employment Legislation

8. The Determination is not intended to operate to the exclusion of employment legislation and instruments, except where the Determination is directly based on such legislation or instruments, in which case the Determination prevails to the extent that it is capable of doing so. Various Commonwealth legislation (and instruments under Commonwealth legislation) may apply (according to their terms) to employment under

the Determination, for example:

- (a) *Fair Work Act 2009 (FWA)*
- (b) *Fair Work Regulations 2009*
- (c) *Long Service Leave (Commonwealth Employees) Act 1976 (the Long Service Act)*
- (d) *Maternity Leave (Commonwealth Employees) Act 1973 (the Maternity Leave Act)*
- (e) *Equal Employment Opportunity (Commonwealth Authorities) Act 1987*
- (f) *Privacy Act 1988*
- (g) *Work Health and Safety Act 2011 (the WHS Act)*
- (h) *Safety, Rehabilitation and Compensation Act 1988*
- (i) *Superannuation Act 1976*
- (j) *Superannuation Act 1990*
- (k) *Superannuation Act 2005*
- (l) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- (m) *Superannuation Guarantee (Administration) Act 1992*
- (n) *Military Rehabilitation and Compensation Act 2014*
- (o) *Parliamentary Services Act 1999*
- (p) *Public Employment (Consequential and Transitional) Amendment Act 1999*
- (q) *Social Security Act 1991, and*
- (r) *Veterans' Entitlements Act 1986*

### **Family and Domestic Violence**

- 9. The employer is committed to supporting employees affected by family and domestic violence. The employer will provide employees with leave and support in accordance with this Determination.
- 10. Further information can be found in the Family, Domestic and Intimate Partner Violence Policy.

### **Consultation Relating to Major Change**

11. This term applies if the employer:

- (a) has made a definite decision 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
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major Change**

12. For a major change referred to in paragraph (11)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and

- (b) subclauses (13) to (18) apply.
13. The relevant employees may appoint a representative for the purposes of the procedures in this term.
14. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
15. As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
16. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
17. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
18. If a term in this Determination provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (12)(a) and subclauses (13) and (15) are taken not to apply.
19. In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

20. For a change referred to in paragraph (11)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (21) to (25) apply.
21. The relevant employees may appoint a representative for the purposes of the procedures in this term.
22. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
23. As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
24. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
25. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
26. In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause (11).

## Dispute Resolution

27. If a dispute relates to:

- (a) a matter arising under this Determination, or
- (b) the National Employment Standards,

Clauses 27 to 34 sets out procedures to settle the dispute.

28. PM&C or an employee who is a party to the dispute may appoint a representative for the purposes of clauses 27 to 34.
29. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level through discussions between the employee or employees and relevant supervisors and/or management.
30. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission (FWC).
31. The FWC may deal with the dispute in two (2) stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:  
arbitrate the dispute, and  
make a Determination that is binding on the parties.

*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FWA.*

32. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FWA. Therefore, an appeal may be made against the decision.
33. While the parties are trying to resolve the dispute using the procedures in clauses 27 to 34:
- (a) an employee will continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety, and
  - (b) an employee will comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe
    - (ii) applicable work health and safety legislation would not permit the work to be performed
    - (iii) the work is not appropriate for the employee to perform, or



(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

34. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with clauses 27 to 34.

## SECTION 2 - TERMS AND CONDITIONS OF EMPLOYMENT

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### Hours of Work

35. Ordinary hours of work for a full time employee are thirty-eight (38) hours per week (one hundred and fifty-two (152) hours per four (4) weeks).
36. Part time employees are expected to work the hours per week as outlined in their contract. For the purposes of this Determination a week is Monday to Sunday.

### Additional Hours of Work

37. There is an expectation that staff will be available to work additional reasonable hours, as determined by the needs of the residences.
38. Where employees work in excess of ordinary hours, those additional hours will be managed as follows:
  - (a) House Managers: the employee and Director, VIP Operations in PM&C, should agree to arrangements for fair and reasonable time off in lieu for additional hours worked. Reasonable time off in lieu for house managers is not on an hour-for-hour basis.
  - (b) Other employees: the employee can bank additional hours worked on a one-for-one basis.
39. The use of banked hours will be at a time subject to operational requirements and with the agreement of the House Manager.
40. Employees cannot cash out banked hours. However, any unused banked hours will be paid out in full on cessation of employment.

### Public Holidays

41. Part time employees who work on a public holiday accrue banked hours for the actual hours worked on the public holiday.
42. Full time employees who work on a public holiday will accrue one standard working day (7 hours and 36 minutes) as time in lieu of the public holiday irrespective of the hours worked on that day and banked hours for each hour worked on the public holiday over the standard working day hours.
43. If a full time employee's scheduled day off falls on a public holiday the employee will accrue one standard working day in lieu of that public holiday.
44. If a full time employee is scheduled to work a public holiday and does not work that public holiday (for whatever reason) they will not be entitled to any additional time in lieu of the public holiday.

45. If a full time employee is scheduled to receive a day off on a public holiday but works on that day due to operational demands, the employee will accrue time in lieu of the public holiday as follows:
  - (a) one standard working day off in lieu of the public holiday, irrespective of the hours worked on that day, and
  - (b) the equivalent number of hours actually worked as banked hours.
46. If a full time employee does not work on a day or part day identified as a public holiday under section 115 of the FWA they will be entitled to their base rate of pay for the hours they would have ordinarily worked.
47. If a full time employee is on paid personal/carer's leave or annual leave at full or half pay on both days either side of a public holiday, payment for the public holiday will be made at the employee's full rate of pay.
48. Where a public holiday falls while an employee is on long service leave or parental leave there is no entitlement to receive payment as a public holiday. Payment for that day is in accordance with the entitlement for that form of leave (that is, if on long service leave at half pay, payment for the public holiday will be at half pay).
49. Employees cannot cash out hours accrued as time in lieu of public holidays. However, any unused time in lieu of public holidays will be paid out in full on cessation of employment.

#### **Days of Cultural or Religious Significance**

50. An employee and the Delegate may agree to substitute any public holiday referred to in clause 46 for a cultural or religious day of significance to the employee.

#### **Flexible Working Arrangement**

51. Employees may request flexible working arrangements such as compressed hours, part time, or job sharing to enable them to balance their work and personal lives.
52. PM&C is committed to supporting and promoting flexible working arrangements. The Delegate will consider requests for flexible working arrangements in the context of the employee's personal circumstances, operational requirements, providing fair workloads, and with the understanding that the employee's performance should be assessed on the outcomes that are achieved not how many hours are worked or where.
53. Without limiting an employee's ability to request flexible working arrangements under clauses 51 and 52, where certain circumstances outlined in the National Employment Standards apply to an employee, that employee can formally request flexible working arrangements because of those circumstances. More details are available in Div 4 of Part 2-2 of the FWA.

## Representational Clothing

54. The employer is responsible for the cost of clothing to an amount as determined by the Delegate per calendar year for full time and part time employees required to maintain dress standards, or wear occupation-specific clothing, relevant to their official duties. The employee may purchase, in consultation with the House Manager, the clothing and seek reimbursement from the employer or use a PM&C corporate credit card to purchase the clothing. The employee must submit receipts to the employer and abide by the employer's corporate credit card policy.
55. Should an employee leave employment within six (6) months of receiving representational clothing or occupation-specific clothing, a pro-rata portion of the cost of the clothing item(s) may be required to be repaid to PM&C. Any amount to be repaid will be calculated using the following formula:

$$\frac{\text{cost of clothing item(s) X month period} \quad 50 \text{ per cent (50\%)} \text{ X } \quad \text{months remaining in the six (6) month period}}{6}$$

56. Any clothing which has embossed lettering or titles identifying the Official Establishments is to be returned to PM&C for appropriate action or disposal when the employee leaves employment.

## Security Clearances

57. Employees are to undergo and maintain appropriate security clearances as required by PM&C. Failure to maintain an appropriate security clearance will result in the termination of employment.

## Probationary Period of Employment

58. A newly appointed employee will be required to undertake a probationary period up to six (6) months from the date of commencement of employment.

## SECTION 3 - LEAVE

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### Annual Leave

59. A full time employee is entitled to 4 weeks paid annual leave for each year of service. Annual leave:
- a) accrues daily;
  - b) accrues on a pro-rata basis for part-time employees; and
  - c) counts as service for all purposes.
60. The taking of annual leave is subject to operational requirements and the approval of the employee's supervisor.
61. An employee may, with approval from the Delegate, take some or all of their annual leave at half pay.
62. An employee may, with approval from the Secretary Delegate, elect to cash out some or all of their annual leave down to a minimum balance of 20 days. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Delegate and the employee.
63. Where an employee elects to cash out annual leave in accordance with clause 62, they must cash out a minimum of five (5) days per occasion. Payment for the cash out of annual leave will be made at the rate that would have been payable had the employee taken the leave.
64. An employee may only elect to cash out annual leave if they have taken at least five (5) days' annual leave in the preceding 12 months.
65. Where an employee has an accrued annual leave credit of forty (40) days or more, the Delegate may require the employee to absent themselves from the workplace and take annual leave on one (1) month's written notice to the employee, unless there is a demonstrated strategy to reduce the accrued leave within three (3) months. The Delegate may require an employee to take up to ten (10) days annual leave in each instance. The employee may apply to take additional annual leave at that time, which would be approved unless exceptional circumstances apply.
66. Employees must access a minimum of five (5) days annual leave each calendar year.

### Sundays

67. If a full-time employee works three (3) or more hours on ten (10) or more Sundays in a calendar year, the employee will be entitled to thirty-eight (38) hours (one (1) working week) additional annual leave.
68. If a part-time employee works three (3) or more hours on ten (10) or more Sundays in a calendar year, the employee will be entitled to one (1) week additional annual leave,

calculated on a pro-rata basis.

69. If employees work three (3) or more hours on nine (9) or less Sundays in a calendar year, they will be entitled to:
- (a) *Full-time employees* - an additional 3.8 hours additional annual leave for each Sunday that they work three (3) or more hours.
  - (b) *Part-time employees* - a pro-rata hourly rate of annual leave for each Sunday that they work three (3) or more hours.
70. The additional annual leave in clauses 67 to 69 will be credited in the following January each year.

### **Cancelled Leave**

71. If PM&C cancels an employee's leave or recalls the employee to duty and as a result the employee incurs additional and/or unrecoverable costs, the Delegate will reimburse reasonable costs on submission of proof of expenditure and all unused leave will be re-credited. An employee will not be entitled to reimbursement if the costs are otherwise recoverable.
72. An employee on annual leave or long service leave who provides satisfactory evidence, may be approved other types of leave (for example personal/carer's leave) as required by legislation or this Determination.
73. Annual leave and long service leave will be re-credited to the extent that any other leave is granted.

### **Personal/Carer's Leave**

74. An ongoing employee will have a paid personal/carer's leave entitlement of eighteen (18) days for each year of service, credited in advance on the employee's date of commencement and each year thereafter on the anniversary of the employee's date of commencement.
75. A non-ongoing employee will progressively accrue personal/carer's leave credits on the basis of one day for every completed month of service. After each completed year of service they will also be credited with six (6) additional days personal/carer's leave on the anniversary of commencing employment.
76. An employee is entitled to take personal/carer's leave where the employee is:
- (a) not fit for work due to personal illness or injury affecting the employee; or
  - (b) required to provide care or support to members of the employee's family or household because of personal illness or injury of the member or an unexpected emergency affecting the member.
77. An employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration or other supporting evidence acceptable to

his/her supervisor in the following circumstances:

- (a) where the employee is, or will be, absent on personal leave for three (3) or more consecutive days, unless the supervisor informs the employee that such evidence is not required; or
  - (b) if the supervisor has reason to believe that the employee's absence is not based on the appropriate use of personal leave.
78. An employee who takes large or frequent periods of personal leave may be directed to attend a medical examination under the PM&C guidelines on fitness for continued duty, to determine whether continued personal leave is justified.
79. In exceptional circumstances, and at the Prime Minister's sole discretion, the Prime Minister or the Delegate may grant an employee who has used all of his or her personal/carer's leave credits additional personal/carer's leave on half pay. The employee must provide supporting evidence.
80. An employee is entitled to two (2) days of unpaid carer's leave for each occasion ('a permissible occasion') when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
  - (b) an unexpected emergency affecting the member.
81. Subject to clause 83 below, an employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as mentioned in clause 80 above.
82. An employee may take unpaid carer's leave for a particular permissible occasion as:
- (a) a single continuous period of up to two (2) days; or
  - (b) any separate periods to which the employee and his or her supervisor agree.
83. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
84. The taking of personal leave shall be approved by the employee's supervisor.

### **Compassionate Leave**

85. An employee is entitled to three (3) days of paid compassionate leave for each occasion ('a permissible occasion') when a member of the employee's immediate family or household contracts or develops an illness or injury which poses a serious threat to his or her life. An employee may apply to take additional days using other forms of leave.
86. An employee is entitled to paid bereavement leave of three (3) days on each occasion of the death of a member of the employee's immediate family or household. An employee may apply to take additional days using other forms of leave.

87. An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous period of three (3) days;
- (b) three (3) separate periods of one (1) day each; or
- (c) any separate periods to which the employee and the supervisor agree.

88. If the permissible occasion is the result of the contraction or development of an illness or the sustaining of an injury the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### **Miscellaneous Leave**

89. Miscellaneous leave may be approved by the Delegate having regard to operational requirements and the purpose of the leave.

90. Leave may be granted for the period requested or another agreed period with or without pay, and subject to conditions. Generally, unless required to do so by legislation, leave without pay will not count as service.

91. Leave without pay for personal and development training will count for the purposes of terms conferred by this Determination. Whether, or not, it counts for the purposes of long service leave will be in accordance with the requirements of the Long Service Leave (Commonwealth Employees) Act 1976.

92. There is no automatic entitlement to miscellaneous leave and it will not be granted where another form of leave is more appropriate, or to allow an employee to try another career.

### **Community Service Leave**

93. An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

- (a) time when the employee engages in the activity;
  - (i) reasonable travelling time associated with the activity;
  - (ii) reasonable rest time immediately following the activity;
  - (iii) all emergency services responses;
  - (iv) regular training for emergency services personnel; and
  - (v) ceremonial duties for emergency services personnel

and

- (b) unless the activity is jury service – the employee's absence is reasonable in the circumstances.

94. Employees who take leave for jury service will receive pay for the period required by the court, less any amounts paid to the employee by the court as jury service pay, excluding expense related allowances.



95. Each of the following is an 'eligible community service activity':
- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a state or a territory;
  - (b) a voluntary emergency management activity; or
  - (c) an activity that is of a community service nature prescribed in regulations as an eligible community service activity.

### **Defence Reserve Leave**

96. An employee will be granted leave, with or without pay, to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Service or Cadet Force obligations.
97. An employee is entitled to ADF reserve leave with pay for up to four (4) weeks during each financial year for the purpose of fulfilling service in the ADF reserve. These purposes include training and operational duty as required.
98. During the employee's first year of ADF reserve service a further two (2) weeks paid leave may be granted to facilitate participation in additional ADF reserve training, including induction requirements.
99. With the exception of the additional two (2) weeks in the first year of service (clause 99 above refers), leave will be accumulated and taken over a period of two (2) years to enable the employee to undertake training as a member of the ADF reserve.
100. Employees are not required to pay their tax free ADF reserve salary to PM&C in any circumstances.
101. ADF reserve leave counts as service for all purposes, except for unpaid leave to undertake continuous full time service. Unpaid leave for this purpose counts for all purposes except annual leave.
102. Eligible employees may also apply for annual leave, long service leave, leave without pay or top- up pay or utilise other leave (days off in lieu/time off in lieu) for the purpose of fulfilling ADF reserve, continuous full time service or cadet forces obligations.
103. Employees are to notify supervisors at the earliest opportunity once the dates of ADF reserve, continuous full time service or cadet forces activities are known and/or changed.

### **Unauthorised Absence**

104. If an employee is absent from work without permission all pay and other benefits provided under the Determination will cease to be available until the employee resumes work or is granted leave. A period of unauthorised absence does not count as service for any purpose.

## **Parental Leave**

105. An employee who has at least 12 months' continuous service is entitled to unpaid parental leave in accordance with Div 5 of Part 2-2 of the FWA.
106. On return from parental leave, an employee is entitled to return to:
- (a) the employee's pre-parental leave position on the same employment and attendance basis prior to the leave; or
  - (b) if the position no longer exists – an available position for which the employee is qualified and suited nearest in employment status and pay to the pre-parental leave position.
107. Upon request from the employee, the Delegate will agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.
108. An employee returning from parental leave who has care of a child who is of school age or younger may apply, in writing, for flexible working arrangements (including working part-time). Approval will only be refused on reasonable business grounds.

## **Maternity Leave**

109. An employee is entitled to up to fifty-two (52) weeks maternity leave, of which up to 12 weeks may be paid leave for eligible employees in accordance with the Maternity Leave (Commonwealth Employees) Act 1973 (ML Act). An employee who is entitled to up to twelve (12) weeks paid leave under the ML Act is entitled to an additional two (2) weeks' paid maternity leave under this Determination. An employee may elect to have the payment for this leave spread over a maximum of twenty-eight (28) weeks at a rate no less than half normal salary. Where payment is spread, a maximum of fourteen (14) weeks of the leave will count as service.

## **Leave For Supporting Partners**

110. An employee who is not the primary carer to a dependent child is entitled to two (2) weeks (ten (10) working days) paid supporting partner's leave immediately following the birth or adoption of the dependent child. The leave must be taken on full pay.
111. An employee may access up to three (3) weeks' additional leave on full pay from his or her personal/carer's leave credits immediately following the period of leave taken under clause 111 above. However, leave will not be granted for this purpose where it would result in the employee having less than 10 days' personal/carer's leave credits available for use for personal injury, illness or caring purposes as provided under the FWA.

## **Adoption Leave**

112. An employee with twelve (12) months or more of continuous service the same as that

defined in the ML Act for an employee to be entitled to paid maternity leave who is an adoption parent who has responsibility for the care of a child, in accordance with section 70 of the FWA, is entitled to:

- (a) where the employee is the primary care giver, up to fourteen (14) weeks' paid leave from the date of placement of the child (which count as service); and
- (b) a maximum of twelve (12) months' unpaid leave from the date of the child's placement. This period of unpaid leave will not count as service. The maximum period of unpaid leave of twelve (12) months is inclusive of any period of paid leave taken under paragraph 112 (a).

113. An employee who has insufficient annual leave credits may take two (2) days unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child.

114. An Aboriginal or Torres Strait Islander employee with twelve (12) months' continuous service the same as that defined in the ML Act for an employee to be entitled to paid maternity leave who is the adoptive parent or primary carer of a newly adopted child under traditional adoption will be eligible for the entitlements under clause 112.

#### **Foster Care**

115. An employee with twelve (12) months or more continuous service the same as that defined in the ML Act for an employee to be entitled to paid maternity leave who is the carer of a long-term foster child who is or will be under the age of sixteen (16) years at the day of placement may access:

- (a) where the employee is the primary care giver, up to fourteen (14) weeks paid leave from the date of child's placement (which counts as service); and
- (b) a maximum of twelve (12) months unpaid leave from the date of the child's placement. This period of unpaid leave will not count as service. The maximum period of 12 months is reduced by any period of leave taken under paragraph 115 (a) above.

#### **Permanent Care Orders**

116. An employee with twelve (12) months or more continuous service the same as that defined in the ML Act for an employee to be entitled to paid maternity leave who is granted custody and guardianship of a child who is or will be under sixteen (16) years of age at the day of placement, as a result of a permanent care order may access:

- (a) where the employee is the primary care giver, up to fourteen (14) weeks paid leave from the date of the child's placement (which counts as service); and
- (b) a maximum of twelve (12) months unpaid leave from the date of the child's placement. This period of unpaid leave will not count as service. The maximum period twelve (12) months is reduced by any period of leave taken under paragraph 116 (a) above.
- (c) an employee is not entitled to leave under this provision if they have previously

been provided with leave under clause 115.

### **Long Service Leave**

117. Employees are entitled to long service leave in accordance with the Long Service Act. The minimum period of absence for which long service leave will be granted is seven (7) calendar days or fourteen (14) calendar days at half pay.
118. The Delegate will consider applications for long service leave in light of operational requirements.
119. Employees may take long service leave in conjunction with other periods of leave. However, where long service leave is taken together with other leave, the long service leave component may only be taken before or after a block of continuous leave and cannot be broken by those other periods of leave, unless otherwise provided for in legislation.

### **Cultural and Ceremonial Leave**

120. PM&C is committed to the employment of Aboriginal and Torres Strait Islander people and recognises the traditional roles and obligations placed on them to participate in cultural and ceremonial activities.
121. To enable employees to meet cultural obligations they may access the following leave, subject to the Delegate's approval:
  - (a) up to two (2) days leave with pay each financial year for full-time employees and pro-rata for part-time employees to participate in activities associated with their culture or ethnicity; and
  - (b) up to a total of three (3) months leave without pay each financial year to fulfil cultural obligations.

### **Leave Portability**

122. Where an employee commences employment under the provisions of the Determination on or after the commencement date from an employer under the *Public Service Act 1999* (the Public Service Act), the *Parliamentary Service Act 1999*, or from the Australian Capital Territory Government Service, unused, accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in continuity of service.

## SECTION 4- REMUNERATION AND ALLOWANCES

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### Remuneration

123. The total salary payable shall be as specified in Schedule 1 to the Determination. The salary of employees will be increased by:

- 2% 10 April 2021;
- 2 % 10 October 2021; and
- 2% 10 October 2022.

*Note: The COVID-19 Determination has the effect of deferring the 10 October 2020 salary increase until 10 April 2021.*

124. Remuneration for a part-time employee will be calculated and paid on a pro-rata basis, except for expense related allowances or reimbursements.

125. The Delegate will determine the employee's starting salary on commencement of employment.

### Higher Duties Allowance

126. Higher Duties Allowance shall only be payable where the employee is approved by the Delegate to fill a vacant position and perform duties or a task over and above normal duties and does so for a period of five (5) days or more. A position is vacant if:

- (a) there is no employee who usually fills the position; or
- (b) the employee who usually fills the position is on leave or is temporarily filling another position.

127. An employee who is reassigned duties at a higher level will be paid a higher duties allowance equal to the difference between the employee's current salary and the pay point of the higher classification as determined by the Delegate.

### Superannuation

128. PM&C will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements. Contributions will be made to PM&C's default fund unless the employee formally elects a complying Super Choice fund.

129. The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

130. Where employer contributions are paid to the Public Sector Superannuation accumulation plan (PSSap) or a complying Super Choice fund the employer

contribution will be 15.4 per cent of the Fortnightly Contribution Salary (FCS).

131. Employer superannuation contributions will not be paid during periods of unpaid leave that does not count as service, unless otherwise required by law.
132. Employer contributions to superannuation will not be reduced by any other contributions to superannuation made by the employee through salary sacrifice arrangements.

### Salary Packaging

133. Employees covered by the Determination who have an employment agreement for a minimum of three (3) months will have access to salary packaging, in accordance with PM&C's policy, as varied from time to time, provided that any additional costs incurred by PM&C are met by the employee.

### Corporate Responsibility Allowances

134. An employee appointed to the role of First Aid Officer or Fire Warden by the Delegate will receive a fortnightly allowance as follows:

10 April 2021	10 October 2021	10 October 2022
\$31.83	\$32.47	\$33.12

135. An employee confirmed to the role of Health and Safety Representative by the Delegate will receive a fortnightly allowance as follows:

10 April 2021	10 October 2021	10 October 2022
\$28.43	\$29.00	\$29.58

136. Where an employee holds two (2) or more of these roles simultaneously, the employee will only receive one (1) allowance.
137. The allowance will not be payable during any periods of unpaid leave or paid leave in excess of twenty (20) consecutive working days, unless required by legislation.

### Professional Memberships

138. PM&C will reimburse or pay professional membership fees and accreditation fees of up to \$500 per annum where a professional membership or accreditation is an essential requirement of an employee's role. Employees may also be eligible for reimbursement or

payment of the costs of other professional memberships, as agreed by the Delegate.

### **Travel Assistance**

139. Where the Delegate requires an employee to travel PM&C will meet the reasonable costs of travelling, accommodation, meals and other incidental expenses.
140. PM&C's preferred method of paying travel expenses is through the use of a travel charge card or other Government credit card.

### **Training Assistance**

141. The Delegate may approve for the employer to cover the cost of training relevant to an employee's contracted position up to the amount of:
  - (a) \$7000 reimbursement per financial year for approved course fees;
  - (b) and/or paid study leave of up to six (6) hours per week.

### **Recovery of Debts**

142. A debt owed by an employee to the Commonwealth in relation to the employee's employment, including because the employee has received an overpayment of salary, allowances or other remuneration (including severance benefits), or incurred an expense outside of the entitlement, may be recovered in accordance with practices and protocols established by PM&C. Any deduction from salary must be permitted in accordance with the FWA ss324-327.
143. Recovery measures may include negotiated reduction in salary or allowances for a specified period or recouping the debt upon the termination of the employee's employment.
144. PM&C will contact the employee prior to commencing any recovery action and will consider any claims of hardship raised by the employee in any decision on the rate of recovery.

## SECTION 5 - TERMINATION AND REDUNDANCY BENEFIT

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### Termination

145. Where the employment of an employee is terminated under paragraph 16(2)(a) of the Act, as the employing Prime Minister has ceased to hold office, the employment of the person is deemed not to have terminated and will continue for:

- (a) a period of four (4) weeks from the date of the termination of an employee whose employment is terminated as a result of a federal election; or
- (b) a period of two (2) weeks from the date of termination .

146. If employment is ceased, other than by resignation or for an offence which would have led to the dismissal of an officer from the Australian Public Service (APS), the employee shall be entitled to the minimum period of notice, or payment in lieu of notice.

147. The minimum period of notice will be calculated using Table 1 below.

**Table 1- Minimum Period of Notice**

<b>Period of service</b>	<b>Period of notice</b>
Not more than one (1) year	one (1) week
More than one (1) year but not more than three (3) years	two (2) weeks
More than three (3) years but not more than five (5) years	three (3) weeks
More than five (5) years	four (4) weeks

148. The period will increase by one (1) week if the employee is over forty-five (45) years old and has completed at least two (2) years of continuous service with the employer at the end of the day the notice is given.

149. This entitlement is in addition to the entitlement to redundancy benefits outlined in clause 151 below.

150. Nothing in the Determination prevents the Delegate from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 123(1) of the FWA, subject to compliance with the procedures established by the Secretary of PM&C for determining whether an employee has breached their employment conditions.



## Redundancy Benefit Eligibility and Entitlement

151. If employment is ceased, other than by resignation or for an offence which would have led to the dismissal of an officer from the APS, the employee shall be entitled to a redundancy benefit as outlined below. However if the employee should be immediately re-employed under Part III or Part IV of the Act, then the employee is not entitled to any redundancy benefit under this clause. The redundancy payment shall be calculated in accordance with Table 2 below.

**Table 2 - Redundancy Benefit**

<b>Length of continuous service</b>	<b>Gross benefit</b>
Less than one (1) year	Two (2) weeks pay
One (1) year but less than two (2) years	Six (6) weeks pay
Two (2) years but less than three (3) years	Eight (8) weeks pay
Three (3) years but less than four (4) years	Ten (10) weeks pay
Four (4) years but less than five (5) years	Eleven (11) weeks pay
Five (5) years but less than seven (7) years	Twelve (12) weeks pay
Seven (7) years or more	Twelve (12) weeks pay plus two (2) weeks pay for every completed year in excess of six (6) years up to a maximum of forty- eight (48) weeks pay

152. Notwithstanding clause 151 above, if employment is terminated under subsection 16(3) of the Act because the employee's position is redundant, the employee is entitled to a redundancy benefit irrespective of whether they are immediately re-employed under Part III or Part IV of the Act.
153. The employee who is also an employee on leave from the APS shall not be entitled to a redundancy benefit under this clause unless he or she ceases to be an employee of the APS before termination of their employment under the Act.
154. Where the employee was an ongoing employee, as defined by the Public Service Act, prior to employment as a member of the Prime Minister's Official Establishments staff under the Act, then such service shall count towards the redundancy benefit.

## SCHEDULE 1 - CLASSIFICATION AND SALARIES

*Note: The COVID-19 Determination has the effect of deferring the 10 October 2020 salary increase until 10 April 2021.*

Classification	Levels	Six Months - 2% on 10 April 2021	12 months after commencement 2% on 10 October 2021	24 months after commencement - 2% on 10 October 2022
House Manager	HMA.4	\$136,653	\$139,387	\$142,174
	HMA.3	\$132,440	\$135,089	\$137,790
	HMA.2	\$127,623	\$130,176	\$132,779
	HMA.1	\$121,602	\$124,034	\$126,515
House Manager/ Senior Chef	HMB.4	\$129,081	\$131,663	\$134,296
	HMB.3	\$126,875	\$129,412	\$132,000
	HMB.2	\$124,773	\$127,268	\$129,813
	HMB.1	\$122,757	\$125,212	\$127,716
Senior House Attendant	SHA.4	\$89,889	\$91,686	\$93,520
	SHA.3	\$88,375	\$90,142	\$91,945
	SHA.2	\$86,792	\$88,528	\$90,298
	SHA.1	\$85,219	\$86,923	\$88,662
House Attendant	HA.4	\$76,944	\$78,483	\$80,052
	HA.3	\$75,557	\$77,068	\$78,609
	HA.2	\$74,105	\$75,587	\$77,099
	HA.1	\$72,666	\$74,119	\$75,602
Senior Chef	SC.4	\$108,973	\$111,152	\$113,375
	SC.3	\$107,110	\$109,252	\$111,437
	SC.2	\$105,337	\$107,444	\$109,593
	SC.1	\$103,635	\$105,708	\$107,822
Second Chef	C.4	\$83,213	\$84,877	\$86,574
	C.3	\$81,819	\$83,456	\$85,125
	C.2	\$80,362	\$81,969	\$83,608
	C.1	\$78,913	\$80,492	\$82,101

### Salary Advancement

155. On 1 July each year, an employee other than the House Manager, who is not already on the maximum pay point for the employee's current substantive classification in the applicable pay scale, outlined above, will advance to the next higher pay point, if the employee:

- (a) has been at their current pay point for at least 3 months; and
- (b) is working at or above the expected standard for their substantive classification level as determined by the House Manager, in consultation with the Delegate.

156. On 1 July each year, a House Manager, who is not already on the maximum pay point for the employee's current substantive classification in the applicable pay scale, outlined above, will advance to the next higher pay point, if the employee:
- (a) has been at their current pay point for at least 3 months; and
  - (b) is working at or above the expected standard for their substantive classification level as determined by the Delegate.
157. Employees may advance two or more pay points with the agreement of the Delegate based on proven high performance.

## APPENDIX

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Below are terms as they appear in the Determination:

- the Act *Members of Parliament (Staff) Act 1984*
- the Determination Prime Minister's Official Establishments Employees Determination No. 2020-2023
- *The Fair Work Act* *Fair Work Act 2009*
- *The Long Service Act* *Long Service Leave (Commonwealth Employees) Act 1976*
- *The Maternity Leave Act* *Maternity Leave (Commonwealth Employees) Act 1973*
- EAP Employee Assistance Program
- PM&C Department of the Prime Minister and Cabinet
- ADF Australian Defence Force
- APS Australian Public Service