

37.3 For the purpose of assessing whether additional hours are reasonable, hours worked by an employee will be averaged over a 12 month averaging period.

38 Parliamentary Staff Allowance – Personal Employees

38.1 A four-tiered Parliamentary Staff Allowance (PSA) is payable to Personal Employees in recognition of, and as compensation for, reasonable additional hours of work.

38.2 PSA will increase in line with the salary increases specified in clause 21 and will be paid at the rates shown in Attachment D.

38.3 Employees in receipt of PSA will work such reasonable additional hours as are agreed with the employing Office Holder including on public holidays in accordance with clause 56. The agreed additional hours will be designed to best suit the operating requirements of the workplace, taking into account the personal needs of the employee. There will be sufficient and reasonable meal and/or rest breaks within and between periods of duty.

38.4 A Personal Employee may choose not to receive PSA where the employee is unable or does not expect to work significant additional hours. This option may be taken up, for example, by those employees who for personal or family reasons do not frequently work additional hours.

38.5 PSA is calculated on a pro rata basis for part-time employees, in accordance with clause 36.3.

38.6 PSA is paid fortnightly in arrears including during periods when the employee is on paid leave.

38.7 Where an employee is a member of the CSS or PSS, the employee may elect not to include PSA as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.

38.8 PSA is included in the definition of pay for the purposes of calculating severance payments and other payments made in lieu of leave on cessation of employment.

38.9 PSA is not payable to employees of former Prime Ministers no longer in Parliament or casual employees.

38.10 Further information can be found in the relevant Guideline 'Parliamentary Staff Allowance'.

39 Electorate Staff Allowance – Electorate Employees

39.1 An Electorate Staff Allowance (ESA) is payable to Electorate Employees in recognition of, and as compensation for, reasonable additional hours of work.

- 39.2 ESA is paid at one of seven rates, ESA1 to ESA7 as shown in Attachment D, for each Electorate Officer position allocated to the employing Member, subject to the cap specified at clause 39.3 and subject to clauses 39.10 and 39.11.
- 39.3 The allocation of ESA to the Electorate Officer positions of a Member may not exceed the following caps:

	Member with an additional position allocated for a second official electorate office	<u>Other Member</u>
From commencement	\$47,242	\$40,493
From one year after commencement	\$48,660	\$41,708

Note: The above caps mean that the ESA levels allocated in a four position office may not total more than 12 (or more than 14 for a Member with an additional position allocated for a second official electorate office). The Guidelines provide examples of the possible maximum combinations of ESA rates that may be allocated by a Member.

- 39.4 The employing Member may choose to allocate a lower ESA rate to a position or positions where a higher ESA rate is available.

- 39.5 ESA will increase in line with the salary increases specified in clause 21 as shown in Attachment D.

- 39.6 The employing Member may allocate the level of ESA for each position:

- (a) at the commencement of each financial year;
- (b) in the event of an office restructure involving a change in the classification of electorate officer positions;
- (c) where an employee commences or ceases a period of approved leave of three months or longer;
- (d) where the employing Member commences as a Senator or Member;
- (e) where the employing Member is appointed as, or ceases to be, a Minister or Parliamentary Secretary; or
- (f) in special circumstances with the agreement of the Minister;

having regard to the expected additional hours and official travel outside of business hours to be undertaken.

- 39.7 The employing Member may increase or decrease the allocated level of ESA to a position that is vacant, as the employee or employees that filled the vacant position have:
- (a) ceased employment with the Member; or
 - (b) moved permanently to a position with a different classification within the employing Member's office.
- 39.8 The employing Member may allocate any unallocated ESA to a position or positions within the office at any time during the financial year, e.g. to increase the level of ESA allocated to a position.
- 39.9 Employees in receipt of ESA will work such additional hours as are agreed with the employing Member, including on public holidays as required in accordance with clause 56. The agreed additional hours will be designed to best suit the operating requirements of the workplace, taking into account the personal needs of the employee. There will be sufficient and reasonable meal and/or rest breaks within and between periods of duty.
- 39.10 The employing Member may choose not to allocate an ESA rate to a position or positions where there is no expectation that the employee or employees will work significant additional hours.
- 39.11 An Electorate Employee may choose not to receive ESA where the employee is unable or does not expect to work significant additional hours. This option may be taken up, for example, by those employees who do not frequently work additional hours for personal/family reasons.
- 39.12 Electorate Employees who are not in receipt of ESA may access time off in lieu in accordance with clause 40.
- 39.13 ESA is calculated on a pro rata basis for part-time employees, in accordance with clause 36.3.
- 39.14 ESA is only paid in respect of hours of employment against a position. ESA is not paid in respect of employment against the Relief Staff Budget.
- 39.15 ESA is not payable to casual employees.
- 39.16 ESA is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 39.17 Where an employee is a member of the CSS or PSS, the employee may elect not to include ESA as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.
- 39.18 ESA is included in the definition of pay for the purposes of calculating severance payments and other payments made in lieu of leave on cessation of employment.

39.19 Further information can be found in the relevant Guideline 'Electorate Staff Allowance'.

40 Time Off In Lieu

- 40.1 Time off in lieu (TOIL) in recognition of additional hours worked above the ordinary hours of duty as specified in clause 36 may be available to:
- (a) employees, other than casual employees and those in receipt of PSA or ESA, and
 - (b) the employees of former Prime Ministers no longer in Parliament, other than drivers and casual employees.

40.2 TOIL may accrue if agreed to by the employing Member and should take into account the nature of the occasion and level of inconvenience to the employee when the additional hours were worked..

40.3 Accrued TOIL may be taken at a time agreed to by the employing Member and the employee.

41 Allowance for Drivers Employed by Former Prime Ministers

- 41.1 Drivers employed by former Prime Ministers no longer in Parliament will receive an allowance for additional hours of work, over and above the ordinary hours of duty as specified in clause 36.
- 41.2 The allowance set out in clause 41.1 will increase in line with salary increases specified in clause 21 and will be paid at the rates shown in Attachment D.
- 41.3 Where an employee is a member of the CSS or PSS, the employee may elect not to include the allowance set out in clause 41.1 as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.

F LEAVE

42 Leave Applications

- 42.1 An employee must submit a leave application to his or her employing Member for any absence on leave, other than time off in lieu in, accordance with clause 40.

43 Annual Leave

- 43.1 Full-time employees are entitled to four weeks' annual leave at full pay (150 hours) per year for recreational purposes.

- 43.2 Part-time employees are entitled to pro rata annual leave in accordance with clause 36.3.

- 43.3 Annual leave accrues daily, with accrued entitlements able to be taken at any time, with the approval of the employing Member.

- 43.4 As an administrative arrangement, an employee may use annual leave at half pay on the basis that one day of annual leave at full pay is equivalent to two days of annual leave at half pay.

- 43.5 An employee may elect in writing to take payment in lieu of up to two weeks for a full-time employee or the pro rata equivalent for a part-time employee of annual leave per year:

- (a) such an election may be made only once per calendar year;
- (b) only if the employee has taken at least two weeks of annual leave in the 12 months preceding the election; and
- (c) only if, after the election, the employee's remaining accrued entitlement to paid annual leave will be four weeks or greater.

- 43.6 Where an employee's annual leave credits total 80 days or more as at 31 January or 31 July of any year, the employing Member may direct the employee to take a period of annual leave of up to one quarter of the amount of annual leave credited to the employee provided:

- (a) the employee is given at least one month's notice of the requirement to commence annual leave; and
- (b) the period of annual leave is not required to commence within one week of a date on which the employee has previously requested to be absent from work on annual leave where that request was denied by the employing Member.

- 43.7 Subject to clause 43.8, all unused annual leave will be paid out when an employee's employment under the MOP(S) Act ends. An employee's employment does not end where there is no break in MOP(S) Act employment.

43.8 An ongoing Commonwealth employee who is on leave, including an ongoing APS employee who has been granted leave without pay under paragraph 2.1 of the *Prime Minister's Public Service Directions 1999* (as varied or replaced from time to time), to undertake employment under the MOP(S) Act, will not be entitled to receive a payment for unused annual leave when his or her employment under the MOP(S) Act ends, if the relevant Department/Agency recognises that unused annual leave.

43.9 If an ongoing or non-ongoing employee becomes ill during a period of annual leave, the employee may apply for personal leave and re-crediting of annual leave.

43.10 Annual leave is not accrued by casual employees.

43.11 Further information can be found in the relevant Guideline 'Types of Leave'.

44 Personal Leave

44.1 Full-time employees are entitled to three weeks' leave at full pay (112 hours and 30 minutes) per year to be used for personal illness or injury of the employee, or carer's leave (in accordance with clause 44.3).

44.2 Part-time employees are entitled to a pro rata accrual of personal leave in accordance with clause 36.3.

44.3 The taking of personal leave as carer's leave may only be authorised to provide care or support to a member of the employee's immediate family or household, who requires care or support during a period because of:

- (a) a personal illness, or injury, of the family/household member; or
- (b) an unexpected emergency affecting the family/household member.

44.4 Personal leave will be cumulative and available from the date of commencement and will accrue on each subsequent anniversary.

44.5 All applications for personal leave are required to include the reason for taking leave. Any requirements for the provision of medical certificates or other documentary evidence will be determined by the employing Member, in accordance with the Fair Work Act.

44.6 As an administrative arrangement, an employee may use personal leave at half pay on the basis that one day of personal leave at full pay is equivalent to two days of personal leave at half pay.

44.7 If an employee who has exhausted his or her personal leave entitlements requires leave because of a personal illness or injury of

the employee, unpaid personal leave may be available. Unpaid carer's leave may only be taken in accordance with clause 45.

- 44.8 Unused personal leave will not be paid out on termination of employment.
- 44.9 Personal leave is not accrued by casual employees.
- 44.10 Further information can be found in the relevant Guideline 'Types of Leave'.

45 Unpaid Carer's Leave

- 45.1 Employees, including casual employees, are entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support during such a period because of:
 - (a) a personal illness, or injury, of the family/household member; or
 - (b) an unexpected emergency affecting the family/household member.
- 45.2 The entitlement in clause 45.1 is to two days' leave for full-time, part-time and casual employees, and is not subject to a pro rata in accordance with clause 36.3.
- 45.3 Employees are entitled to unpaid carer's leave for a particular period only if the employee cannot take an amount of personal leave under clause 44 during the period.
- 45.4 A period of unpaid carer's leave will not count as service for any purpose. However, it will not break an employee's continuity of service.
- 45.5 Further information can be found in the relevant Guideline 'Types of Leave'.

46 Compassionate Leave

- 46.1 Employees, other than casual employees, are entitled to a period of two days of paid compassionate leave for each occasion a member of the employee's immediate family or household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life.
- 46.2 Employees, other than casual employees, are entitled to a period of three days of paid compassionate leave for each occasion a member

of the employee's immediate family, member of the employee's household or friend dies.

- 46.3 Casual employees are entitled to unpaid compassionate leave in accordance with the provisions of the Fair Work Act.
- 46.4 The entitlements in clauses 46.1 and 46.2 apply to full-time and part-time employees, and are not subject to a pro rata in accordance with clause 36.3.
- 46.5 Further information can be found in the relevant Guideline 'Types of Leave'.

47 Community Service Leave

- 47.1 Employees are entitled to leave with full pay for a period during which the employee is undertaking eligible community service activities within the meaning given in Division 8 of Part 2-2 of the Fair Work Act. Eligible community service activities include undertaking emergency services duties (including regular training, emergency services responses, reasonable recovery time and ceremonial duties) and jury service.
- 47.2 Further information can be found in the relevant Guideline 'Types of Leave'.

48 Miscellaneous Leave

- 48.1 Full pay non-accruing miscellaneous leave may be granted to employees, other than casual employees, subject to approval by the employing Member, for absences associated with:
 - (a) Defence Force service;
 - (b) participation in major international multi-disciplinary sporting events;
 - (c) courses of study approved under clause 65;
 - (d) war-service sick leave;
 - (e) political exchange leave; and
 - (f) other special purposes leave approved by the Department.
- 48.2 Further information can be found in the relevant Guideline 'Types of Leave'.

49 Leave for workplace relations training

- 49.1 Subject to operational requirements, an employee other than a casual employee, who is a delegate of an employee organisation, is entitled to a period of up to five days paid leave per year to attend workplace relations training courses or seminars.

- 49.2 Leave granted under clause 49.1 counts as service for all purposes;
- 49.3 Leave under clause 49.1 does not accrue;
- 49.4 Further information can be found in the relevant Guideline 'Types of Leave'.

50 Long Service Leave:

- 50.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).
- 50.2 Each period of absence on long service leave must be a minimum of 15 consecutive calendar days.
- 50.3 For the purposes of the LSL Act, an employee who has attained the age of 55 years may retire at any time on or after having attained that age.
- 50.4 Further information can be found in the relevant Guideline 'Types of Leave'.

51 Maternity Leave

- 51.1 Employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
- 51.2 Employees entitled to paid maternity leave under the ML Act, will also receive an additional two weeks paid leave to be taken immediately following the period of paid maternity leave provided under the ML Act. The additional leave will count as service for all purposes.
- 51.3 An employee may elect to spread the payment for the period of paid maternity leave (if eligible) and additional leave over a period of up to 28 weeks at a rate of half normal salary. As this is an administrative arrangement, the additional leave beyond the 14 weeks will not count as service for any purpose, but does not break the continuity of service.
- 51.4 Any unpaid absence beyond 14 weeks will not count as service for any purpose, except as otherwise provided by section 7B of the ML Act.
- 51.5 If an employee's employment is terminated:
 - (a) in accordance with section 16(1), 16(2) or 23(1) of the MOP(S) Act; and
 - (b) during a period while the employee is absent from duty and is receiving pay in accordance with clauses 51.1 or 51.2,

the employee is entitled to receive a payment equal to:

- (c) the pay the employee would have been entitled to in accordance with clauses 51.1 and 51.2 had the employee's employment not been terminated during the period while the employee is absent from duty in accordance with the provisions of the ML Act; less
- (d) any payment the employee has already received in accordance with clauses 51.1 and 51.2 for that period of absence from duty;

51.6 If an employee:

- (a) receives a payment in accordance with clause 51.5; and
- (b) after the employee's employment is terminated, receives paid leave in accordance with the ML Act or additional paid maternity leave from another employer,

then:

- (c) the employee is required to pay the Commonwealth within 60 days an amount equal to the lesser of:
 - (i) the weekly amount the employee would have received in accordance with clauses 51.1 and 51.2 multiplied by the number of weeks that the employee receives paid maternity leave from the new employer during which the employee would have received paid maternity leave under clauses 51.1 and 51.2 had the employee's original MOPS Act employment continued; and
 - (ii) the weekly amount received from the new employer while the employee is on paid maternity leave multiplied by the number of weeks that the employee receives paid maternity leave from the new employer during which the employee would have received paid maternity leave under clauses 51.1 and 51.2 had the employee's original MOPS Act employment continued; and
- (d) the Commonwealth will be entitled to recover from the employee an amount equal to the relevant amount described under clause A51.6(c) from any payment the Commonwealth is required to make to the employee or as a debt to the Commonwealth.

51.7 Further information can be found in the relevant Guideline 'Types of Leave'.

52 Adoption leave

- 52.1 An employee who adopts a child and is the primary carer of the child is entitled to 14 weeks of paid leave. Guidelines on eligibility for adoption leave will be developed by the Department in consultation with the ECG.

52.2 The entitlement established at clause 52.1 will be applied in accordance with the Guidelines. Where relevant circumstances arise prior to the finalisation of Guidelines, the Minister will determine access to the entitlement on a case by case basis after considering all relevant information.

52.3 Further information can be found in the relevant Guideline 'Types of Leave'.

53 Supporting partner leave

53.1 An employee who is not the primary care giver to a dependent child is entitled to two weeks of paid supporting partner leave within the 52 weeks following the birth or adoption of the dependent child.

53.2 Further information can be found in the relevant Guideline 'Types of Leave'.

54 Unpaid parental leave

54.1 Employees are entitled to unpaid parental leave in accordance with the terms of the Fair Work Act.

54.2 Further information can be found in the relevant Guideline 'Types of Leave'.

55 Leave Without Pay

55.1 Leave without pay, including ceremonial leave, may be granted to employees subject to approval by the employing Member.

55.2 Leave without pay will not count as service for any purpose, except as otherwise provided in this Agreement.

55.3 Further information can be found in the relevant Guideline 'Types of Leave'.

56 Public Holidays

56.1 Subject to clause 56.2, employees, other than casual employees, are entitled to absent themselves from work on a public holiday, and will be paid for standard hours that would otherwise be worked on that day. For the purposes of this clause 56, a public holiday means:

- (a) New Year's Day or if that day falls on a Saturday or Sunday, the following Monday;
- (b) Australia Day or if that day falls on a Saturday or Sunday, the following Monday;
- (c) Good Friday, Easter Saturday and Easter Monday;
- (d) Anzac Day, or where another day is substituted by the relevant State or Territory Government, that day;

- (e) Christmas Day, or if that day falls on a Saturday or Sunday, 27 December;
- (f) Boxing Day, or if that day falls on a Saturday or Sunday, 28 December;
- (g) an additional day within the Christmas/New Year period as follows:
 - (i) Wednesday, 28 December – when Christmas Day falls on a Sunday;
 - (ii) Wednesday, 27 December – when Christmas Day falls on a Monday;
 - (iii) Monday, 31 December – when Christmas Day falls on a Tuesday;
 - (iv) Friday, 27 December – when Christmas Day falls on a Wednesday;
 - (v) Monday, 29 December – when Christmas Day falls on a Thursday;
 - (vi) Tuesday, 29 December – when Christmas Day falls on a Friday;
 - (vii) Wednesday, 29 December – when Christmas Day falls on a Saturday;
- (h) Queen's Birthday, as gazetted by the relevant State or Territory Government;
- (i) Labour Day, as gazetted by the relevant State or Territory Government; and
- (j) any other days gazetted as public holidays by the State or Territory Government in the State or Territory in which the employee would otherwise be working on that day.

56.2 Employees may be requested to work on particular public holidays, and must work on the public holiday unless the request to work is unreasonable or any refusal by the employee to the request is reasonable. Employees acknowledge that the nature of the job requires certain employees to work on particular public holidays, (including Australia Day, ANZAC Day, the Queen's birthday and local picnic and Cup days) from time to time.

56.3 Further information can be found in the relevant Guideline 'Types of Leave'.

57 Prior Service.

57.1 An employee who:

- (a) ceases to be employed under the MOP(S) Act under subsection 16(1), 16(2), 16(3), 23(1), 23(1A) or 23(2);
- (b) is subsequently appointed or engaged under the MOP(S) Act within six months of that cessation; and
- (c) pays to the Department within 60 calendar days of the new appointment or engagement an amount equal to the amount paid to the employee upon termination of his or her employment in lieu of accumulated leave (if any) and severance benefits, including additional severance benefits (if any),

will have his or her immediately preceding period of employment under Part III or Part IV of the MOP(S) Act (and any previous periods in relation to which continuity of employment provisions have applied) recognised as service for all purposes in relation to his or her current period of employment. The break in service will not count as service for any purpose, but is not considered to break continuity of service.

57.2 An employee who:

- (a) resigns to contest a Federal, State or Territory election;
- (b) is unsuccessful and subsequently appointed or engaged within six months of resignation; and
- (c) pays to the Department within 60 calendar days of the new appointment or engagement an amount equal to the amount paid to the employee upon termination of his or her employment in lieu of accumulated leave (if any);

will have his or her immediately preceding period of employment under Part III or Part IV of the MOP(S) Act (and any previous periods in relation to which continuity of employment provisions have applied) recognised as service for all purposes in relation to his or her current period of employment. The break in service will not count as service for any purpose, but is not considered to break continuity of service. There is no automatic right of reappointment when a former employee is unsuccessful in gaining a seat at an election.

57.3 Employees who have previously been employed by Commonwealth, State, Territory or local Government organisations may have that employment recognised for personal leave purposes, and long service leave purposes in accordance with the LSL Act.

58 Portability of Leave**58.1 Employees, other than casual employees, who are:**

- (a) employed by an agency as defined in section 5 of the *Financial Management and Accountability Act 1997*; and
- (b) who are granted leave without pay from that employer (the former employer) to undertake MOP(S) Act employment,

will have all their accrued leave credits recognised.

58.2 An employee's entitlement to the accrued leave credits specified in clause 58.1 and to any future leave entitlements will be in accordance with this Agreement.

58.3 On an employee's return to the former employer at the cessation of MOP(S) Act employment, the employee's accrued leave entitlements will be transferred to the former employer and will not be paid in lieu.

58.4 Further information can be found in the relevant Guideline 'Recognition of Prior Service'.

59 Unauthorised Absence

59.1 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, in relation to the period of absence, will cease to be available until the employee resumes duty or is granted leave.

G TRAVEL

60 Travel

- 60.1 Employees may be directed by the employing Member to travel on official business either domestically or overseas. Further information on the travel entitlement, conditions and associated costs that will be met by the Commonwealth can be found in the relevant Guidelines 'Domestic Travel', 'Overseas Travel', 'Travelling Allowance' and 'Motor Vehicle Allowance'.
- 60.2 Excess (Canberra) Travel Leave is to compensate employees, whose work base is located in a remote and/or rural location as approved by the Minister or listed in clause 60.3, and who are required to travel from the employee's work base to Canberra on a Sunday or a day which is a public holiday in their work base, for a Parliamentary sitting on the following day. In this circumstance, employees may claim and receive one additional day of annual leave for each two Sundays and/or public holidays spent travelling up to a limit of eight additional days of annual leave per calendar year.
- 60.3 Excess (Canberra) Travel Leave under clause 60.2 will be available to employees whose work base is in Western Australia, the Northern Territory and the present Federal electorates of Capricornia, Dawson, Kennedy, Herbert or Leichhardt (or such other Federal electorates as determined by the Minister from time to time).
- 60.4 Employees may be entitled to travel for approved learning and professional development activities, within budgetary and policy constraints.

61 Travelling Allowance

- 61.1 A single flat rate of Travelling Allowance (TA) incorporating accommodation, meals and incidental expenses will be paid to an employee directed to travel on official business by his or her employing Member, where the travel requires an overnight stay away from the employee's work base.
- 61.2 TA is only payable for travel that involves an overnight stay. TA is not payable for travel where there is no overnight stay involved.
- 61.3 A single flat rate of TA is payable for each overnight stay up to a maximum continuous period of 35 nights in one location.
- 61.4 Subject to clause 61.5, the rates of TA will be set by the Minister in accordance with rates determined from time to time by an independent organisation, as determined by the Minister, based on current market data.

61.5 For overnight stays in Canberra:

- (a) the rate for senior staff will be the Canberra rate of TA for Members, as determined from time to time by the Remuneration Tribunal;
- (b) the rate for employees who are not senior staff will be \$10 less than the Canberra rate of TA for Members, as determined from time to time by the Remuneration Tribunal; and

61.6 For overnight stays outside of Canberra, the single flat rate of TA will be based on the type of accommodation used:

- (a) *commercial accommodation*: the full (commercial) rate of TA will be paid where a receipt for the commercial accommodation is produced, or where a certification is made that a receipt for the commercial accommodation can be produced. Where neither a receipt is produced, nor a certification made, or where a certification is made but a receipt is not produced upon request by the Department, a rate of one third of the commercial rate is payable, rounded upwards to the nearest dollar; or
- (b) *private non-commercial accommodation*: where an employee is accommodated in private, non-commercial accommodation, a rate of one third of the commercial rate is payable, rounded upwards to the nearest dollar.

61.7 If an employee resides in one location away from their work base for a continuous period of longer than 35 nights, a review rate of TA based on actual expenses, up to a maximum of the TA rate for the location, will be paid for subsequent nights.

61.8 The payment of TA is limited to a maximum of 120 overnight stays in Canberra per financial year for:

- (a) Personal Employees; and
- (b) any Electorate Employee not subject to the Electorate Staff Travel Budget,

whose work base is not Canberra. TA for overnight stays for these employees in locations other than Canberra is not otherwise limited except to the extent provided for in clauses 61.1 to 61.4.

61.9 If:

- (a) an employee's work base is neither Canberra nor an office of the employing Member provided at Commonwealth expense; and
- (b) the employee has already received TA during the same financial year for overnight stays in Canberra or the location of an office of the employing Member provided at

Commonwealth expense that, when aggregated, total 120 overnight stays;

the employee will not be entitled to receive TA for any additional overnight stays in these locations for the rest of the financial year. TA for overnight stays for these employees in locations other than Canberra or the location of an office of the employing Member provided at Commonwealth expense is not otherwise limited except to the extent provided for in clauses 61.1 to 61.4.

61.10 Further information is contained in the Guideline 'Travelling Allowances'.

62 Airline Loyalty Points

62.1 Airline Loyalty points accrued by employees during work related travel may only be used by the employee for further work related travel as follows:

- (a) to pay for additional work related flights;
- (b) to pay for airline lounge membership or renewal; or
- (c) to upgrade tickets to business class for work related travel for flights with an expected flight time of more than three hours duration.

63 Motor Vehicle Allowance

63.1 An employee may be authorised (in advance) to use his or her privately owned vehicle or a self-drive hire vehicle, at his or her own expense, for the purpose of official business where the employing Member considers that it will result in greater efficiency or involves less expense.

63.2 An employee authorised, under clause 63.1, to use his or her privately owned vehicle or self-drive hire vehicle will be entitled to be paid Motor Vehicle Allowance (MVA) in accordance with the Guidelines.

63.3 Further information can be found in the relevant Guideline 'Motor Vehicle Allowance'.

H LEARNING AND PROFESSIONAL DEVELOPMENT

64 Learning and Professional Development

- 64.1 This Agreement continues the commitment to investing in learning and development strategies to offer professional development and career opportunities to employees. The Agreement:
- (a) recognises the importance of employees continually developing relevant skills and knowledge in achieving the objectives of their employing Member;
 - (b) supports an approach that balances the work commitments of offices and meets the development needs of employees;
 - (c) gives a commitment to provide access to information on learning and development opportunities; and
 - (d) aims to increase awareness and encourage use of learning and development opportunities and the time and flexibility required for employees to participate in these opportunities.

64.2 Responsibility for identifying relevant learning and development activities rests with the employee who will require the approval of their employing Member. There will be no specified limit on the number of activities completed or the cost of these activities at an office level. However, overall funding for learning and development will be subject to a budget.

65 Learning and Development Options

- 65.1 Computer systems training will be provided by the Department, in applications provided and supported by the Department.
- 65.2 Learning and development available to employees also include a Professional Development Program, arranged by the Department, which provides focussed and tailored training designed to enhance employees' skills and knowledge and contribute to the support role that employees provide to their employing Members. This program includes Know Your Entitlements Information Sessions to support new employees in their understanding of the terms and conditions of their employment, and Office Management Information Sessions to assist workplace managers to improve and maintain accountability and office management practices.
- 65.3 Studies assistance will be available for study at educational institutions in courses considered relevant to the employee's employment. An employee may be eligible for up to five hours paid study leave per week to attend accredited courses at universities, colleges of advanced education or technical and further education institutions. Employees may also be eligible to apply for whole or partial reimbursement, up to a maximum of \$8,000 per financial year,

of any compulsory tuition or examination fees, HELP, TAFE and course fees but not administration charges or student union fees.

- 65.4 An employee wishing to apply for studies assistance pursuant to clause 65.3 will require the written approval of his or her employing Member and the Department prior to the commencement of the relevant semester of the relevant course.
- 65.5 Ad hoc learning and development opportunities for Government Personal Employees and Personal Employees of Presiding Officers will be provided by their home departments.
- 65.6 Ad hoc learning and development opportunities for Electorate Employees, and Personal Employees other than those referred to in clause 65.5, will be available subject to the support of the employing Member and the prior approval of the Department. This may include attendance at events within Australia such as courses, seminars, workshops and conferences. These events must be related to the employee's duties, tasks and responsibilities, and may include (but are not limited to) the following types of topics: management, professional writing, public speaking, and communication skills. The Department may withhold approval to attend an event that duplicates a learning and development opportunity provided by the Department.
- 65.7 Further information can be found in the relevant Guideline 'Learning and Professional Development'.

I OCCUPATIONAL HEALTH AND SAFETY

66 Occupational Health and Safety

- 66.1 Clauses 66.1, 66.2, 66.3 and 67.1 are intended to identify various obligations that apply in the workplace under occupational health and safety legislation and anti-discrimination legislation. Clauses 66.1, 66.2, 66.3 and 67.1 are not intended to create any additional obligations under this Agreement.
- 66.2 The *Occupational Health and Safety Act 1991* (OH&S Act) applies to all employees covered by this Agreement.
- 66.3 There is an obligation upon Members and employees to take all reasonably practicable steps to protect the health, safety and welfare of employees and others in the workplace such as colleagues, volunteers and constituents. This extends to include protecting psychological health and safety.
- 66.4 Upon request, the Department may arrange assessments of work practices and equipment in the workplace.
- 66.5 Annual flu vaccinations will be available to employees in accordance with arrangements made by the Department.

67 Discrimination and Harassment

- 67.1 Employees have an obligation to refrain from behaviour that could be perceived as discrimination or harassment in the workplace under Commonwealth anti-discrimination laws.
- 67.2 The Department will provide support and guidance to employees to promote a workplace free of discrimination and harassment by undertaking the following initiatives with the aid and cooperation of the EOG and all employees during the course of their employment:
 - (a) development of a workplace harassment policy and associated information materials;
 - (b) inclusion of anti-discrimination and anti-harassment sessions in the MOP(S) training framework;
 - (c) continue to provide the Enquiries Managers and Employee Assistance Program as avenues for raising issues relating to harassment and discrimination; and
 - (d) ongoing consultation with the EOG regarding policies pertaining to discrimination and harassment.
- 67.3 Further information on the Commonwealth's and employees' responsibilities under the OH&S Act can be found in the relevant Guideline 'Occupational Health and Safety'.

68 Employee Assistance Program

- 68.1 The Department will continue to provide employees covered by this Agreement with access to a confidential professional counselling service to assist with work or personal issues through the Employee Assistance Program (EAP).
- 68.2 Further information can be found in the relevant Guideline 'Employee Assistance Program'.

J TERMINATION OF EMPLOYMENT

69 Notice of Termination

- 69.1 Subject to clause 69.5 below, where an employee's employment is terminated under subsection 16(3) or subsection 23(2) of the MOP(S) Act, the employee is entitled to a period of notice of termination or a payment in lieu of notice calculated as follows:

<u>Length of continuous service employed by the Commonwealth (including service under the MOP(S) Act with other Members)</u>	<u>Period of Notice</u>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 69.2 Where an employee is over 45 years of age and has completed two years' continuous service at the time of termination the employee will be entitled to one additional week's notice of termination or payment in lieu of notice.

- 69.3 Where an employee's employment is terminated within the employee's probationary period, the employee will be entitled to one week's notice of termination or payment in lieu of notice.

- 69.4 Where an employee is guilty of serious misconduct (within the meaning of paragraph 1.07 of the Fair Work Regulations), his or her employment may be terminated without notice.

- 69.5 Clauses 69.1 to 69.4 will not apply to the following groups of employees:

- (a) ongoing Commonwealth employees who are on leave, including ongoing APS employees who have been granted leave without pay under the *Prime Minister's Public Service Directions 1999* (as varied or replaced from time to time), to undertake employment under the MOP(S) Act; and
- (b) casual employees.

70 Severance Benefits

- 70.1 Severance benefits are payable in accordance with clause 70.2 to persons whose employment is terminated under Part III or Part IV of the MOP(S) Act other than through resignation and excluding:

- (a) employees of the APS, the Public Service of a State or Territory, or any other public sector employer from which they are on leave;

- (b) employees guilty of serious misconduct in the view of the Minister, that is misconduct of such a nature that it would be unreasonable to require the employing Member to continue the employment of the employee;

Note: Examples of serious misconduct in the course of the employee's employment include, but are not limited to: theft, fraud, assault, intoxication, and refusal to carry out a lawful and reasonable instruction.

- (c) non-ongoing or casual employees;
- (d) employees who have been approved for an invalidity retirement benefit from the CSS or the PSS;
- (e) employees terminated during probation;
- (f) employees who immediately prior to the cessation of their employment under the MOP(S) Act have been absent from duty without approved leave for a continuous period of 10 business days and who have failed to notify a reasonable cause for their absence to the employing Member (either prior to or, in special circumstances, subsequent to their absence); and
- (g) employees who are re-employed under the MOP(S) Act without a break in MOP(S) Act employment (whether that employment is with the employee's original employing Member or another Member).

- 70.2. The severance benefits payable to an employee will be the gross benefit provided by the following table.

<u>Length of Continuous Service</u>	<u>Gross Benefit</u>
Less than 1 year	2 weeks' pay
1 year or more but less than 2 years	6 weeks' pay
2 years or more but less than 3 years	8 weeks' pay
3 years or more but less than 4 years	10 weeks' pay
4 years or more but less than 5 years	11 weeks' pay
5 years or more but less than 7 years	12 weeks' pay
7 years or more	12 weeks' pay plus 2 weeks' pay for every completed year in excess of 6 years up to a maximum of 48 weeks' pay.

70.3 Where an employee is:

- (a) employed after a break in MOP(S) Act employment (whether that employment is with the employee's original employing Member or another Member); and
- (b) employment occurs within the Severance Pay Period,

the employee's severance benefit will be reduced by an amount calculated by multiplying the employee's pay by the period of employment within the Severance Pay Period unless that reduction results in the employee receiving an amount less than the employee is entitled to under the National Employment Standards in which case the severance benefit will be reduced by the maximum amount that still results in the employee receiving the amount the employee is entitled to under the National Employment Standards.

70.4 If in the circumstances set out in clause 70.3 a severance payment has already been paid to an employee (the amount paid) that exceeds the severance benefit payable to the employee under clause 70.2 (the entitlement), the difference between the amount paid and the entitlement will be an overpayment of remuneration to the employee. Such an overpayment will be a debt owed by the employee to the Commonwealth, and will be subject to clause 34.

Example: An employee receives a severance benefit of 10 weeks' pay on termination of employment. The person is re-employed under the MOP(S) Act after a period of six weeks. Therefore, four weeks of the severance benefit is required to be repaid.

70.5 For the purposes of clause 70.2, 'pay' includes salary and ESA, PSA or allowances for drivers of former Prime Ministers, if any is payable to the employee at the time of termination of the employment, but does not include:

- (a) Higher Duties Allowance, or other allowances paid in relation to temporary performance progression, unless the temporary performance progression has been for a continuous period of 12 months at the time of termination; or
- (b) Corporate Responsibility Allowance (referred to in clause 29 of this Agreement).

71 Additional Severance Benefits

71.1 Severance benefits payable under clause 70 will be increased by 30 per cent if an employee's MOP(S) Act employment terminates as a result of the employing Member ceasing to hold Office (i.e. under subsections 16(1), 16(2) or 23(1) of the MOP(S) Act) and if the benefits are not treated as a genuine redundancy payment for the purpose of subdivision 83-C of the *Income Tax Assessment Act 1997*.

Note: The severance benefits payable to an employee under clause 70 where the employee's MOP(S) Act employment has

terminated as a result of the employing Member ceasing to hold Office (i.e. under subsections 16(1), 16(2) or 23(1) of the MOP(S) Act) are currently not treated as a genuine redundancy payment for the purpose of subdivision 83-C of the *Income Tax Assessment Act 1997*.

72 Career Transition Payment (CTP)

- 72.1 In recognition of the nature of MOP(S) Act employment, a payment of up to \$500 (GST inclusive) is payable to an employee for career transition counselling, training or financial advice upon the occasion of a genuine redundancy in respect of which severance benefits are payable under clause 70.2 of or a termination of employment where additional severance benefits are payable under clause 71.1. Pro rata payments of CTP will be made to part-time employees based on their ordinary hours of duty at the date of termination of their employment.
- 72.2 To be eligible for the CTP, the counselling/training/financial advice must have prior approval by the Department and occur within six months of termination.
- 72.3 The costs of counselling, training or financial advice may be paid by the Department to the service provider or will be borne by the individual and be reimbursed by the Department upon the production of receipts.

73 Termination of Employment

- 73.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
 - (a) Division 3 of Part 3-2 of the Fair Work Act;
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) at common law.
- 73.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedures addressed in clause 74 of this Agreement.
- 73.3 Nothing in this Agreement prevents the employing Member from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123 of the Fair Work Act.

K DISPUTE PREVENTION AND RESOLUTION

74 Dispute Prevention and Resolution

74.1 If a dispute relates to:

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

this clause 74 sets out procedures to settle the dispute.

74.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 74.

74.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

74.4 The parties to a dispute must attempt to resolve the dispute at the workplace level by taking each of the following steps:

- (a) participating in a discussion between the employee(s) (and where they choose, their chosen representative) and the relevant supervisor(s) (e.g. the office manager or Chief of Staff);
- (b) participating in a discussion between the employee(s) (and where they choose, their chosen representative) and the employing Member; and
- (c) referring the matter to the Department.

74.5 If the matter cannot be resolved at the workplace level in accordance with the steps set out in clause 74.4, a party to the dispute may refer the matter to Fair Work Australia.

74.6 Where a matter has been referred to Fair Work Australia under clause 74.5, and where the referring party subsequently applies to have the dispute reviewed by a court or tribunal or under an alternative process, and the action may be reviewed by that court or tribunal or under that alternative process, then that referring party must discontinue the application to Fair Work Australia in accordance with section 58B of the Fair Work Act.

74.7 Fair Work Australia may deal with a dispute referred to it under clause 74.5 in two stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

- 74.8 While the parties to a dispute are trying to resolve the dispute using the procedures in this clause 74:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational 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.
- 74.9 The parties to the dispute agree to be bound by any decision or direction made by Fair Work Australia (be it final or procedural) in accordance with this clause 74.
- 74.10 Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented in proceedings before Fair Work Australia.

L DEFINITIONS AND INTERPRETATION

75 Definitions

75.1 In this Agreement, the terms below have the following meanings:-

"appointment" refers to the commencement of a period of employment of an ongoing employee provided that person was not an ongoing employee on the business day immediately preceding the commencement date.

"APS" means the Australian Public Service.

"break in MOP(S) Act employment" means where an employee ceases to be employed under the MOP(S) Act for a period of at least one full business day.

"business day" means any day other than a Saturday, Sunday or a public holiday.

"casual employee" means an employee engaged under the MOP(S) Act on an occasional, non-systematic or irregular basis, under an employment agreement (referred to in clauses 12.2 and 16.2 of this Agreement) that specifies the basis of the employment to be casual.

"classification" means the classifications referred to in Attachments A, B and C to this Agreement.

"continuous service" means, for the purposes of clause 70.2, either ongoing or non-ongoing (but not casual) employment under the MOP(S) Act without a break in MOP(S) Act employment.

Accordingly, if an employee:

- (a) ceases to be employed under the MOP(S) Act for one full business day or longer for any reason (including by way of resignation); or
- (b) moves from either ongoing or non-ongoing to casual employment under the MOP(S) Act, even without a break in MOP(S) Act employment,

any periods of MOP(S) Act employment preceding either of the events described in paragraph (a) or (b) above will not be counted for the purposes of calculating severance benefits.

"CSS" means the Commonwealth Superannuation Scheme.

"Department" is the Department of Finance and Deregulation, or any subsequent Department that has portfolio responsibility for administering the MOP(S) Act.

"Electorate Employee" means an employee under either Part III or Part IV of the MOP(S) Act in an electorate officer classification referred to in Attachment C.

"Electorate Staff Allowance" or "ESA" means the allowance payable to Electorate Employees under clause 39.

"employing Member" refers to the Member who employs a particular employee under subsections 13(1) or 20(1) of the MOP(S) Act.

"engagement" refers to the commencement of a period of employment of a non-ongoing or casual employee.

"established position" means a position allocated to a Member under arrangements approved by the Prime Minister or Minister under sub-sections 13(2) or 20(2) of the MOP(S) Act against which the Member may employ Electorate or Personal Employees up to the limit of the hours prescribed for the position.

"Fair Work Act" means the *Fair Work Act 2009* and, where the context requires, the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* and the *Fair Work (State Referral & Consequential and other Amendments) Act 2009*.

"Fair Work Regulations" means the *Fair Work Regulations 2009*.

"full-time hours" means the ordinary hours of duty per week for a full-time employee as specified in clause 36.1.

"Government Personal Employee" means an employee, other than an Electorate Employee, of the Prime Minister, a Minister, a Parliamentary Secretary, a Government Whip, or another Senator or Member of the House of Representatives other than a Presiding Officer, who is a member of a Government party.

"Guidelines" refers to the *Commonwealth Members of Parliament Staff Enterprise Agreement 2010-2012 Guidelines* issued by the Department and amended from time to time.

"immediate family" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"Leader or Deputy Leader of a Minority Party" means a Leader or Deputy Leader of a recognised non-Government party with at least five members in the Parliament, but not including an Opposition Office Holder.

"Member" refers to a Senator, Member of the House of Representatives or an Office Holder as defined in section 3 of the MOP(S) Act.

"Minister" refers to the Special Minister of State, or any other Minister authorised by the Prime Minister as having responsibility for determining the conditions of employees employed under the MOP(S) Act and includes his or her delegate.

"MOP(S) Act" means the *Members of Parliament (Staff) Act 1984*.

"National Employment Standards" means the minimum standards set out in Part 2-2 of the Fair Work Act.

"Non-Government Personal Employee" means an employee, other than an Electorate Employee, of a Presiding Officer, of a former Prime Minister, or of a Senator or Member of the House of Representatives who is not a member of a Government party.

"non-ongoing employee" means an employee engaged under the MOP(S) Act who is not an ongoing or casual employee.

"Office Holder" means a person who holds a relevant office as defined in section 3 of the MOP(S) Act; a person, not being a Senator or Member of the House of Representatives, who held the office of Prime Minister; or a person in respect of whom a determination by the Prime Minister under section 12 of the MOP(S) Act is in force.

"ongoing employee" means an employee under the MOP(S) Act employed (wholly or partly) against an established position whose employment will continue until terminated by the employee, the employing Member or otherwise in accordance with sections 16 or 23 of the MOP(S) Act.

"Parliamentary Staff Allowance" or **"PSA"** means the allowance paid to Personal Employees under clause 38.

"Personal Employee" means an employee who is not an Electorate Employee, employed under Part III of the MOP(S) Act by an Office Holder, and includes senior staff.

"promotion" refers to the movement of an ongoing employee to a higher classification (higher maximum salary point), other than a temporary transfer or temporary progression, without a break in MOP(S) Act employment.

"PSS" means the Public Sector Superannuation Scheme.

"Relief Staff Budget" means the annual budget allocated to each Member for engaging relief staff in his/her electorate office which provides for employment of Electorate Employees over and above the staffing available against established positions. Employment of staff against the Relief Staff Budget is limited by the available balance of the Relief Staff Budget.

"salary" means an employee's rate of pay and will be salary for all purposes.

"salary increment" means the progression from one salary point to the next highest salary point within a classification.

"senior staff" means a Personal Employee in a classification above the level of Adviser referred to in Attachment A.

"Severance Pay Period" means the period, commencing from the date of termination of the employee's employment under the MOP(S) Act, which corresponds to the number of weeks' pay of the relevant gross benefit in clause 70.2.

"temporary transfer" refers to the movement of an ongoing employee from the office of one Member to another on a temporary basis where it has been agreed between the relevant Members that the employee will return to the office of the first Member.

"this Agreement" means the *Commonwealth Members of Parliament Staff Enterprise Agreement 2010-2012*.

"transfer" refers to the movement of an ongoing employee to an equivalent classification (same classification or same maximum salary) or to a lower

classification (lower maximum salary) without a break in MOP(S) Act employment.

"Travelling Allowance" or "TA" means the allowance for accommodation, meals and incidental expenses paid to an employee who is directed to travel on official business by his or her employing Member, where the travel requires an overnight stay away from the employee's work base.

"work base" refers to the place of work where the employee will spend most time on duty, as agreed by the employing Member.

76 Interpretation

76.1 Unless otherwise specified, a reference to legislation is to that legislation as amended, re-enacted or replaced from time to time and includes subordinate legislation.

M ATTACHMENTS

Attachment A: Classification Structure: Senior Staff

Classification Structure: Ministerial Senior Staff						
Principal Advisor	Chief of Staff (Cabinet) / Senior Media Adviser (Deputy PM / Treasurer)	Senior Adviser 2 (PM / Deputy PM / Treasurer)	Senior Adviser 1 (Cabinet)	Chief of Staff / Senior Adviser 1 (non-Cabinet) / Senior Media Adviser	Salary effective from commencement	Salary effective 12 months after prior increase
					+3%	+3%
					225,746	232,518
					216,418	222,911
					207,090	213,303
					197,760	203,693
					188,432	194,035
					179,104	184,477
					169,776	174,869
					160,448	165,261
					151,120	155,654
					146,492	150,887
					142,999	147,227
					139,603	143,791
					135,405	139,467
					131,099	135,032
					125,287	129,046
					120,444	124,057
					115,923	119,401
					111,403	114,745

Principal Advisors, Chiefs of Staff and Senior Advisers are entitled to a private-parked vehicle or allowance-in-lieu.

Note: Refer to Attachment E for the translation of senior staff salaries onto this salary structure at the commencement of the Agreement.

Classification Structure: Opposition Senior Staff				
Chief of Staff (Leader of the Opposition)	Senior Adviser Senior Media Adviser	Senior Adviser / Senior Media Adviser	Salary effective from commencement	Salary effective 12 months after prior increase
			+ 3%	+ 3%
			160,448	165,261
			151,120	155,654
			146,492	150,687
			142,939	147,227
			139,603	143,791
			135,405	139,467
			131,099	135,032
			125,287	129,046
			120,444	124,057
			115,923	119,401
			111,403	114,745

Chief of Staff and Senior Advisers are entitled to a private-plated vehicle or allowance-in-lieu.

Classification Structure: Minority Party and Presiding Officers' Senior Staff		
Senior Adviser	Salary effective from commencement	Salary effective 12 months after prior increase
	+ 3%	+ 3%
	135,405	139,467
	131,099	135,032
	125,287	129,046
	120,444	124,057
	115,923	119,401
	111,403	114,745

Senior Advisers are entitled to a private-plated vehicle or allowance-in-lieu.

Attachment B:
Classification Structure: Personal Employees other than Senior Staff

Classification Structure: Government Personal Employees				
	Classification	Current Salary	Salary effective from commence ment	Salary effective 12 months after prior increases
			+ 3%	+ 3%
Exec2-6		114,916	118,363	121,914
Exec2-5		109,780	113,073	116,455
Exec2-4		104,728	107,870	111,106
Exec2-3		101,175	104,210	107,346
Exec2-2		93,793	96,613	99,511
Exec2-1		88,450	91,310	94,049
Exec1-2		84,350	86,881	89,487
Exec1-1		77,869	80,205	82,611
MOPS6-5		72,762	74,945	77,193
MOPS6-4		70,051	72,153	74,318
MOPS6-3		66,696	68,697	70,798
MOPS6-2		64,920	66,868	68,874
MOPS5-1		63,343	65,243	67,200
MOPS5-3		62,189	64,055	65,977
MOPS5-2		60,485	62,300	64,169
MOPS5-1		58,547	60,406	62,218
MOPS4-4		57,093	58,806	60,570
MOPS4-3		55,665	57,335	59,055
MOPS4-2		54,253	55,881	57,557
MOPS4-1		52,580	54,157	55,762
MOPS3-4		50,920	52,448	54,021
MOPS3-3		49,633	51,122	52,656
MOPS3-2		48,404	49,856	51,352
MOPS3-1		47,178	48,593	50,091
MOPS2-5		45,931	47,308	48,728
MOPS2-4		44,813	46,157	47,542
MOPS2-3		43,679	44,989	46,339
MOPS2-2		42,561	43,838	45,153
MOPS2-1		41,519	42,662	43,942

Classification Structure: Non-Government Personal Employees

	Classification	Current Salary	Salary effective from commencing date after performance review	Salary effective 12 months after performance review
Bac2-5		109,780	111,073	116,465
Bac2-4		104,724	107,677	111,116
Bac2-3		101,175	104,210	107,336
Bac2-2		93,799	95,613	99,511
Bac2-1		88,630	91,310	94,049
Bac1-2		84,250	86,881	89,487
Bac1-1		77,869	80,205	82,611
MOPSS-5		72,762	74,345	77,193
MOPSS-4		70,051	72,153	74,318
MOPSS-3		66,895	68,697	70,753
MOPSS-2		64,920	66,468	68,874
MOPSS-1		63,343	65,243	67,290
MOPSS-3		62,189	64,053	65,777
MOPSS-2		60,465	62,300	64,169
MOPSS-1		58,647	60,406	62,248
MOPS4-4		57,093	58,806	60,570
MOPS4-3		55,665	57,355	59,055
MOPS4-2		54,253	55,831	57,557
MOPS4-1		52,980	54,157	55,782
MOPS3-4		50,920	52,448	54,021
MOPS3-3		49,633	51,122	52,656
MOPS3-2		48,404	49,995	51,352
MOPS3-1		47,178	48,533	50,051
MOPS2-5		45,931	47,803	48,728
MOPS2-4		44,813	46,157	47,572
MOPS2-3		43,679	44,989	46,359
MOPS2-2		42,551	43,258	45,153
MOPS2-1		41,419	42,662	43,942

Attachment C:
Classification Structure: Electorate Employees

	Classification	Current Salary	Salary effective from commencement of contract	Salary effective 12 months after prior Increases
			+ 3%	+ 3%
MOPS4-4		70,051	72,153	74,318
MQPS6-3		66,696	68,697	70,758
MOPS6-2		64,920	66,868	68,874
MOPS6-1		63,343	65,243	67,200
MOPS5-3		62,189	64,055	65,977
MOPS5-2		60,485	62,300	64,169
MOPS5-1		58,647	60,406	62,218
MOPS4-4		57,093	58,806	60,570
MOPS4-3		55,665	57,335	59,055
MOPS4-2		54,253	55,881	57,557
MOPS4-1		52,580	54,157	55,782
MOPS3-4		50,920	52,448	54,021
MOPS3-3		49,633	51,122	52,656
MOPS3-2		48,404	49,856	51,352
MOPS3-1		47,176	48,593	50,051
MOPS2-5		45,931	47,309	48,728
MOPS2-4		45,813	46,157	47,542
MOPS2-3		43,679	44,989	46,339
MOPS2-2		42,561	43,838	45,153
MOPS2-1		41,419	42,662	43,942

Attachment D: Allowances for Additional Hours of Work

Rates of Electorate Staff Allowance

Level	ESA1	ESA2	ESA3	ESA4	ESA5	ESA6	ESA7
Current	\$3,276	\$6,552	\$9,828	\$13,104	\$16,380	\$19,656	\$22,933
From commencement	\$3,374	\$6,749	\$10,123	\$13,497	\$16,871	\$20,246	\$23,621
From one year after prior increase	\$3,475	\$6,951	\$10,427	\$13,902	\$17,377	\$20,853	\$24,330

Rates of Parliamentary Staff Allowance

	Current	From commencement	From one year after prior increase
Senior staff	\$18,900	\$27,500	\$28,325
Adviser/Media Adviser	\$18,678		
Assistant Adviser	\$17,294	\$25,000	\$25,750
MOPS4-1 to MOPS6-2 (other than Assistant Adviser)	\$17,294	\$20,900	\$21,527
MOPS2-1 to MOPS3-4	\$10,810	\$16,400	\$16,892

Allowance for Drivers Employed by Former Prime Ministers

Current	From commencement	From one year after prior increase
\$14,000	\$14,420	\$14,853

Attachment E: Transitional Arrangements

1 Translation of Personal Employee Classifications

- 1.1 The classifications of non-Government Personal Employees, other than senior staff, will translate to the classifications shown at Attachment B in accordance with the table below from the commencement of the Agreement.

Non-Government Personal Employee Classifications - Transitional Arrangements				
Non-Government Personal Employee		New Classification		
Executive Assistant 1			Adviser / Manager / Executive Assistant	
Executive Assistant 2			Executive Assistant	
Secretary / Administrative Assistant			Secretary / Administrative Assistant	
Administrative Assistant			Secretary / Administrative Assistant	

- 1.2 The salaries of Personal Employees, other than senior staff, will translate at the same salary point, except where the employee was at the top salary point of their classification, or another higher salary point, for a continuous period of 12 months or longer prior to translation. In this case, the employee will translate to the next highest salary point in the new classification, if one exists. The

employee's next salary increment will be due 12 months after translation in accordance with clause 23.9.

- 1.3 Personal employees employed at the classification of Clerk to Whip immediately prior to the commencement of this Agreement will translate to the classification of Assistant Adviser, at their existing salary point, from the commencement of the Agreement.

2 Translation of Senior Staff Salaries

- 1.4 The salaries of senior staff will translate to the salary tables shown at Attachment A, from the commencement of the Agreement, by increasing the employee's salary prior to the commencement of this Agreement by 3 per cent.
- 1.5 Where the salary resulting from the calculation is not a salary point, but is below the top of the salary band, the employee's salary will increase to the next highest salary point.
- 1.6 Continuous service at the same salary prior to the commencement of the Agreement, notwithstanding the salary increase on 25 March 2009, will count for salary increment purposes for senior staff. An employee may be eligible for incremental advancement on the commencement of this Agreement. Such advancement will be by a maximum of one salary point.

3 Translation of Senior Staff Basis of Employment

- 1.7 Senior staff whose employment agreement does not specify a termination date will be classified as ongoing employees from the date of commencement of this Agreement.
- 1.8 Senior staff whose employment agreement does specify a termination date will be classified as non-ongoing employees from the date of commencement of this Agreement.

Affidavit**Federal Court of Australia**

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

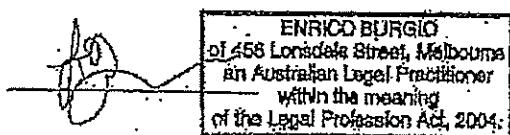
**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule**
First Respondent

Affidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne, Vic, 3000
Occupation: Legal Practitioner
Date: 12 June 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-26" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 12 June 2012.

Before me:



Annexure "SK-26"
COPY OF COMMONWEALTH GOVERNMENT
"BULLYING, HARASSMENT AND
WORKPLACE VIOLENCE POLICY AND
PROCEDURE FOR MOP(S) ACT
EMPLOYEES"



Bullying, Harassment and Workplace Violence Policy and Procedure for MOP(S) Act Employees

Introduction and Aim

To comply with Commonwealth legislation, Senators and Members must provide a safe and healthy work environment, free from bullying, harassment and workplace violence, for Members of Parliament (Staff) Act 1984 (MOP(S) Act) employees. This policy should be read in conjunction with the draft Code of Practice *Preventing And Responding to Workplace Bullying* published by Safe Work Australia (the Code of Practice).

Bullying, harassment and workplace violence is unacceptable and can have significant consequences for individuals. It is expected that all employees, contractors, volunteers and other persons in a Senator or Member's office will behave in a professional manner, and treat each other with dignity and respect.

Employees have a role to play in eliminating bullying, harassment, and workplace violence by refusing to participate in this behaviour, reporting any experiences of the behaviour, and supporting colleagues in saying no to these behaviours. Senators and Members are responsible for ensuring, as far as practicable, that no employees are exposed to bullying, harassment or violence when on duty.

All reports of bullying, harassment or workplace violence that Ministerial and Parliamentary Services (M&PS) becomes aware of will be treated seriously, promptly and impartially. Employees who report bullying, harassment or workplace violence must not be victimised.

Definitions

Bullying means repeated, unreasonable behaviour, directed towards a person or group of persons at a workplace, which creates a risk to health and safety. Repeated, unreasonable behaviour may be obvious or hidden and can escalate over time. Bullying is behaviour that a reasonable person would find offensive, humiliating, intimidating, degrading or threatening.

Bullying can be direct and obvious or indirect. Examples of direct bullying include:

- abusive, insulting or offensive language;
- spreading misinformation or malicious rumours;
- behaviour or language that frightens, humiliates, belittles or degrades, including criticism that is delivered with yelling or screaming;
- displaying offensive material;
- inappropriate comments about a person's appearance, lifestyle, or their family;
- teasing or regularly making someone the brunt of pranks or practical jokes;

- interfering with a person's personal property or work equipment; or
- harmful or offensive initiation practices.

Examples of Indirect bullying include:

- unreasonably overloading a person with work or not providing enough work;
- deliberately setting timelines that are difficult to achieve or constantly changing deadlines;
- deliberately setting tasks that are unreasonably below or beyond a person's skill level;
- deliberately excluding, isolating or marginalising a person from normal work activities;
- withholding information that is vital for effective work performance;
- deliberately denying access to information, consultation or resources;
- deliberately changing work arrangements, such as rosters and leave, to inconvenience a particular worker or workers; or
- a pattern of unfair treatment in relation to accessing workplace entitlements such as leave or training.

The following behaviours would not normally be considered bullying:

- A single incident of unreasonable or inappropriate behaviour. However this should be considered as an incident that may escalate into bullying if not addressed.
- Occasional differences of opinion, conflicts or problems in work relationships; this can be a common part of working life. However, workplace relationships should be managed in a professional way, and if the behaviour is unreasonable, degrading, threatening or offensive then it should be addressed.
- Respectful management of performance such as suggesting ways to improve poor work practices or implementation of disciplinary proceedings.

Harassment is verbal or physical conduct which, because of its severity and/or persistence, is likely to create a hostile or intimidating environment which in turn may detrimentally affect an individual's employment.

Sexual harassment is unwelcome advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects a person's employment, unreasonably interferes with a person's work, or creates an intimidating, hostile or offensive working environment.

Workplace violence is any physical assault, threatening behaviour or verbal abuse occurring in the workplace that offends, degrades or humiliates a person, and has the potential to create a risk to health, safety and wellbeing.

Risk Management

An ongoing risk management approach should be used to identify and address risks that may contribute to the occurrence of bullying, harassment and violence in the workplace.

Hazard Identification

This involves identifying factors that may contribute to employees being exposed to workplace violence, harassment or bullying behaviour. These factors may include:

- Direct information - specific complaints and feedback; workers' compensation claims;
- Indirect information - absence patterns, withdrawn employees, an ongoing tense working environment, resignations;
- Organisational issues - nature of work, restructuring, staff shortages, job uncertainty;
- Operational issues - regular patterns of working alone or out of hours; and
- Environmental factors - physical layout of office area, location of office.

Risk Assessment

Once any of the above factors are identified, the risk of potential harm needs to be assessed in terms of its likelihood and impact on employees and the office environment. There are potentially significant consequences of bullying, harassment and workplace violence in terms of individual psychological health, employment costs, legal action and reputational damage.

Mitigating the Risk

Training and Awareness

A key preventative measure to combat workplace bullying, harassment and violence is to promote awareness of these behaviours. Finance will provide:

- online training for MOP(S) Act employees;
- support for a 'no tolerance' approach to bullying, harassment and violence; and
- information for Senators and Members and MOP(S) Act employees about how bullying, harassment and violence should be managed within the office.

Early intervention and response

In accordance with principles of early intervention, incidents or injuries related to bullying, harassment or workplace violence should be reported to Konekt Response within 24 hours.

Where required, rehabilitation services will be provided by the Commonwealth as promptly as practicable, with the aim of reducing the human and financial costs associated with the incident.

Senators and Members are responsible for managing employment arrangements within their office to reduce the risk of further incidents. This may include issuing cautions or taking other disciplinary action; or changing working arrangements, such as the location or usual hours of work, to reduce the risk of conflict between employees.

Employee Assistance Program (EAP)

The EAP can be utilized by MOP(S) Act employees affected by personal or job related problems. These may be work-related, health, family, financial or emotional concerns. All calls made to the EAP provider, Davidson Trahané Corpysch (DTC), are confidential. DTC is available 24 hours per day, seven days per week.

Complaint Resolution Procedure

There are three ways in which to resolve a complaint of bullying, harassment or workplace violence. These are:

- self-management through informal methods;
- informal measures involving a third party; and
- making a formal complaint.

Self-Management through Informal Methods

A self-management approach can be effective in dealing with some types of inappropriate behaviour in the workplace, for example, when the behaviour is not caused by deliberate nastiness but rather by insensitivity or ignorance.

The following techniques may be helpful when approaching a person exhibiting inappropriate behaviour:

- remain calm and well-mannered;
- describe the inappropriate behaviour rather than the person exhibiting it;
- describe the detrimental effect of the behaviour;
- request that the behaviour not occur again; and
- request an agreement that the behaviour will not happen again; or
- request an acknowledgement of the request for the behaviour to stop.

Self-management may not be appropriate if it puts the MOP(S) Act employee making a complaint at risk, or if the problem is with a group of employees, rather than one individual.

Informal Measures Involving a Third Party

This approach focuses on resolving the issue in conjunction with an appropriate third party and aims to put in place strategies to ensure that the behaviour is acknowledged and not repeated. An appropriate third party may be a manager within the office or someone else with appropriate skills and authority. DTC are available to assist with information about informal solutions. MOPS Entitlement Managers can arrange for professional mediation services where appropriate.

Informal measures may include the following:

- The third party guides a mediated discussion between the parties involved. The outcome should be determined and agreed by the two people involved; however the third party mediates the process as required.
- The third party conducts individual negotiations between the parties to reach an acceptable agreement.
- The MOP(S) Act employee with the complaint raises their concerns with an appropriate third party who can then deal with the issues in an indirect way, such as arranging staff training regarding bullying and harassment.
- The MOP(S) Act employee with the complaint raises their concerns with their manager or an appropriate third party who can put themselves in a position in which to observe the inappropriate behaviour. This will then allow them to intervene directly to address the issue.

Any agreement reached as a result of the informal measures above should be put in writing and signed by the involved parties. Only the involved parties will have a copy of the agreement. This can then be used as evidence of an attempt to resolve the matter, should there be a breach of the agreement.

Formal Complaints

Where there is no satisfactory outcome after a self-management approach and/or informal resolution involving a third party, a MOP(S) Act employee may wish to lodge a formal complaint. A formal complaint can also be lodged as the first step in the complaint management resolution process should the other approaches not be appropriate in the circumstances.

A formal complaint is also initiated when M&PS becomes aware of an incident of bullying or harassment, either through a direct complaint to M&PS or through a report made to Konekt or Comcare. In this circumstance, M&PS will communicate with relevant parties to the complaint, confirming the circumstances of the incident and where appropriate setting out each party's responsibilities and providing information on managing bullying and harassment within the office.

Resolution of Formal Complaints

The following outlines the three stages in the formal complaint resolution procedure:

Written Statement

Where the complaint concerns other MOP(S) Act employees, the complainant should set out their grievance in writing to their employing Senator or Member, outlining the reasons for the grievance and the person/s involved.

Where the complaint concerns the employing Senator or Member, the complainant should set out their grievance in writing to their M&PS Entitlements Manager, outlining the reasons for the grievance.

Meeting

A meeting is arranged, where possible, with relevant parties to the complaint present, in order to establish the facts and attempt to resolve the issue. Complaints

must be fully described by the person with the complaint and the other person(s) should be given the full details of the complaint(s) against them. In addition the person(s) who the complaint has been made against should have the opportunity to prepare and present their side of the story before resolution is attempted. The aim of this meeting is to discuss and agree to options for resolution. The meeting must be documented and a record of the discussion and agreed outcomes provided to each party.

If the MOP(S) Act employee reporting the complaint feels uncomfortable with the other party or parties being present then, as soon as practicable, separate meetings will be held between each party and either a representative of the Senator or Member or a mediator, as appropriate to the circumstances, to explain the formal process and each party's rights and responsibilities. Subject to the consent of each party to the complaint, information provided by one party may be shared with the other parties, and follow-up separate meetings held, in an attempt to discuss and agree to options for resolution. All meetings will be documented and a record of the discussion and agreed outcomes provided to each party to the complaint.

Investigation

Should the MOP(S) Act employee making the complaint not be satisfied with the outcomes of the meeting, an investigation as set out in the Code of Practice may be undertaken. The investigator will provide a draft written report on the outcomes of the investigation to all parties. If either party is not satisfied with the outcomes set out in the draft report, they can provide a dissenting statement that must be incorporated into the final report of the investigation and provided to all parties.

Where a formal investigation has taken place, the parties will be contacted within six weeks after the finalisation of the investigation, to establish the wellbeing of the parties involved and whether any actions taken to stop the bullying or harassment have been effective.

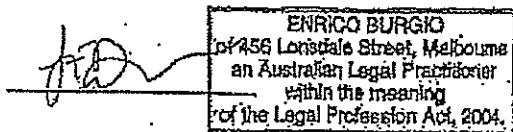
Affidavit**Federal Court of Australia**

No: NSD580/2012

District Registry: New South Wales.
Division: Fair Work**JAMES HUNTER ASHBY**
Applicant**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule**
First RespondentAffidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne, Vic, 3000
Occupation: Legal Practitioner
Date: 12 June 2012**CERTIFICATE IDENTIFYING ANNEXURE**

This is the annexure marked "SK-27" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 12 June 2012.

Before me:

Annexure "SK-27"
E-MAILS BETWEEN SLIPPER AND ASHBY
ON 16 MARCH 2012

Slobhan Keating

From: Slipper, Peter (Private) [slipperp@aph.gov.au]
Sent: Wednesday, 16 May 2012 7:30 AM
To: Slobhan Keating
Cc: Josh Bornstein
Subject: FW: Hungary

Re Ashby wanting to accompany the delegation me to Hungary.

-----Original Message-----
From: Ashby, James (P. Slipper, MP)
Sent: Friday, 16 March 2012 10:27 AM
To: Slipper, Peter (Private)
Subject: RE: Hungary

That's no worries. It was only a wild idea, but sometimes wild ideas become reality. :)

From: Slipper, Peter (Private)
Sent: Friday, March 16, 2012 4:55 AM
To: Ashby, James (P. Slipper, MP)
Subject: Hungary

James
Sadly the excellent H suggestion you made seems too hard in an entitlement (even tho you paying) and PR and departmental/delegation sense.
Gather it would be perceived as odd/risky.
Cheers Peter

Affidavit

Federal Court of Australia

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

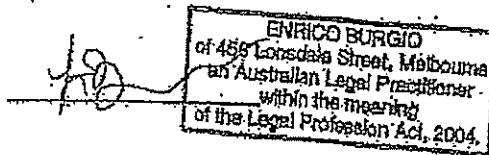
COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent

Affidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne, Vic. 3000
Occupation: Legal Practitioner
Date: 12 June 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-28" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 12 June 2012.

Before me:



Annexure "SK-28"
E-MAILS BETWEEN SLIPPER AND ASHBY IN
THE PERIOD 16 – 21 MARCH 2012

Slipper, Peter (Private)

From: Ashby, James (P. Slipper, MP)
Sent: Friday, 16 March 2012 11:48 AM
To: Slipper, Peter (Private)
Subject: RE: Hung night

It's perfectly fine :)

From: Slipper, Peter (Private)
Sent: Friday, March 16, 2012 10:59 AM
To: Ashby, James (P. Slipper, MP)
Subject: RE: Hung night

It is ok? Or a concern

----- Original Message -----
From: Ashby, James (P. Slipper, MP)
Sent: Friday, March 16, 2012 10:14 AM
To: Slipper, Peter (Private)
Subject: RE: Hung night

Show you when you get in today. Didn't want to upload until you'd seen and approved it.

From: Slipper, Peter (Private)
Sent: Friday, March 16, 2012 5:22 AM
To: Ashby, James (P. Slipper, MP)
Subject: Hung night

Video
Where at please?

Slipper, Peter (Private)

From: Ashby, James (P. Slipper, MP)
Sent: Monday, 19 March 2012 8:03 AM
To: Slipper, Peter (Private)
Subject: iPad Cost

Hi Peter

Just thought I'd email over my account details so you can just transfer the money over for the iPad.
I'm pretty sure it was \$886 in total. That's the only charge on my credit card.

[REDACTED]

Regards

James Ashby
Adviser - 0412 528 371
The Hon Peter Slipper MP - Federal Member for Fisher
Speaker of the House of Representatives

Electorate Office - Phone: 07 5444 4888 Fax: 07 5452 8855
The Cartwright Centre, cnr Nicklin Way & Point Cartwright Drive, Buddina 4575
PO Box 1224, Bundaberg 4675

Canberra Office - Phone: 02 6277 4000 Fax: 02 6277 2050
Suite R044 Parliament House, Canberra 2600

www.peter.slippermp.com.au

IMPORTANT

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Slipper, Peter (Private)

From: Ashby, James (P. Slipper, MP)
Sent: Wednesday, 21 March 2012 8:39 AM
To: Slipper, Peter (Private)
Subject: RE: Citizenship Ceremony on Sat 17th

{ was just having a dig @

From: Slipper, Peter (Private)
Sent: Tuesday, 20 March 2012 10:24 PM
To: Ashby, James (P. Slipper, MP)
Subject: Re: Citizenship Ceremony on Sat 17th

Oops pics

From: Ashby, James (P. Slipper, MP)
Sent: Tuesday, March 20, 2012 09:59 PM
To: Slipper, Peter (Private)
Subject: RE: Citizenship Ceremony on Sat 17th

We can do that too. Which farm would you prefer I get the pigs from?

From: Slipper, Peter (Private)
Sent: Tuesday, 20 March 2012 9:40 PM
To: Ashby, James (P. Slipper, MP)
Subject: Re: Citizenship Ceremony on Sat 17th

But I said I would send out hard copy of pigs?

From: Ashby, James (P. Slipper, MP)
Sent: Tuesday, March 20, 2012 08:52 PM
To: Slipper, Peter (Private); 'Inge Hall' <inge-jane@hotmail.com>
Cc: Doane, Karen (P. Slipper, MP)
Subject: RE: Citizenship Ceremony on Sat 17th

All participants in the ceremony were sent the photos today via email. No need to send out discs to anyone.

From: Slipper, Peter (Private)
Sent: Tuesday, 20 March 2012 8:19 PM
To: 'Inge Hall'
Cc: Doane, Karen (P. Slipper, MP); Ashby, James (P. Slipper, MP)
Subject: RE: Citizenship Ceremony on Sat 17th

agree.

From: Inge Hall [mailto:inge-jane@hotmail.com]
Sent: Tuesday, 20 March 2012 9:52 AM
To: Slipper, Peter (Private)
Cc: Doane, Karen (P. Slipper, MP); Ashby, James (P. Slipper, MP)
Subject: RE: Citizenship Ceremony on Sat 17th

The photos are just gorgeous! If I was taking citizenship, this is how I would want to do it - small and intimate. Not large and impersonal like the Council ceremonies....

Maybe you could mention this in your newsletter to go out - has this been finalised?

From: slipper@aph.gov.au
To: Inge-jane@hotmail.com
Subject: Fw: Citizenship Ceremony on Sat 17th
Date: Mon, 19 Mar 2012 22:45:42 +0000

From: Bruinsma, Richard (P. Slipper, MP)
Sent: Tuesday, March 20, 2012 09:36 AM
To: Slipper, Peter (Private); Ashby, James (P. Slipper, MP)
Subject: FW: Citizenship Ceremony on Sat 17th

From: Roger Todd [mailto:roberttoddarch@powerup.com.au]
Sent: Sunday, 18 March 2012 12:11 PM
To: Bruinsma, Richard (P. Slipper, MP); Knapp, Tim (P. Slipper, MP)
Subject: Citizenship Ceremony on Sat 17th

Hi all
Thanks for your assistance, we all agreed that the ceremony was a resounding success
Please pass on our thanks to Peter and James
Attached are the email addresses (pdf & xls)
plus some photos
Cheers
Roger Todd
Rotary Club of Caloundra
Friends of the Caloundra Lighthouses

Affidavit**Federal Court of Australia**

No: NSD580/2012

District Registry: New South Wales
 Division: Fair Work

JAMES HUNTER ASHBY
 Applicant

**COMMONWEALTH OF AUSTRALIA and another according
 to the Schedule**
First Respondent

Affidavit of: Siobhan Michelle Keating
 Address: 456 Lonsdale Street, Melbourne, Vic, 3000
 Occupation: Legal Practitioner
 Date: 12 June 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-29" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 12 June 2012.

Before me:

ENRICO BURGIO
 of 456 Lonsdale Street, Melbourne
 an Australian Legal Practitioner
 within the meaning
 of the Legal Profession Act, 2004.

Annexure "SK-29"
 E-MAILS BETWEEN DOANE, ASHBY AND
 SLIPPER IN RELATION TO LEWIS DATED 21
 MARCH 2012

Slipper, Peter (Private)

From: Ashby, James (P. Slipper, MP)
Sent: Wednesday, 21 March 2012 3:54 PM
To: Doane, Karen (P. Slipper, MP); Slipper, Peter (Private)
Subject: RE: Steve Lewis

Love it! You've backed him into a corner and he has no where further to go. Looks like he's pissed :)

From: Doane, Karen (P. Slipper, MP)
 Sent: Wednesday, 21 March 2012 4:02 PM
 To: Slipper, Peter (Private); Ashby, James (P. Slipper, MP)
 Subject: Steve Lewis

Hello

Steve Lewis has left me a message saying he will no longer be sending me emails and is clearly unhappy. I feel no obligation to speak to him but I want to be assured I am not a victim of his attacks so unsure what can be done?

Would appreciate your thoughts on the way forward as he is a muck-raker and I do not need him to go after me in any way as you can imagine.

Thanks

Kind regards

Karen Doane

Media Adviser 0417 485 673

The Hon Peter Slipper MP - Federal Member for Fisher
 Speaker of the House of Representatives

Electorate Office - Phone: 07 5444 4888 Fax: 07 5452 6855
 The Cardwright Centre, cnr Nindin Way & Point Cardwright Drive, Buddina 4575
 PO Box 1224, Bundaberg 4676

Canberra Office - Phone: 02 6277 4000 Fax: 02 6277 2050
 Suite RG44 Parliament House, Canberra 2600

www.peterslippermp.com.au
 @PeterSlipperMP on Twitter

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Affidavit**Federal Court of Australia**

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

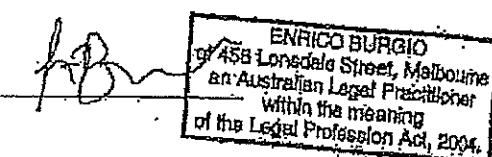
COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent

Affidavit of: Siobhan Michelle Keating
Address: 458 Lonsdale Street, Melbourne, Vic, 3000
Occupation: Legal Practitioner
Date: 12 June 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-30" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 12 June 2012.

Before me:



Annexure "SK-30"
E-MAIL FROM DOANE IN RELATION TO
ILLNESS, DATED 10 APRIL 2012

From: Doane, Karen (P. Slipper, MP)
Sent: Tuesday, April 10, 2012 08:07 AM
To: Ellis, Michelle (P. Slipper, MP); Ashby, James (P. Slipper, MP); Weaver, Natalia (P. Slipper, MP); Slipper, Peter (Private); Paterson, Chris (P. Slipper, MP); Knapp, Tim (P. Slipper, MP)
Cc: Karen Doane <karendoane@gmail.com>
Subject: Tuesday 10 April

Hello all

I will not be at work today. I am going to see my doctor again this morning and will advise of my ability to work for the remainder of the week after my visit.

Regards
Karen

Affidavit**Federal Court of Australia**

No: NSD589/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent**

Affidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne, Vic, 3000
Occupation: Legal Practitioner
Date: 12 June 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-31" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 12 June 2012.

Before me:



ENRICO BURGIO
of 456 Lonsdale Street, Melbourne
an Australian Legal Practitioner
within the meaning
of the Legal Profession Act, 2004.

Annexure "SK-31"
E-MAIL FROM ASHBY TO SLIPPER IN
RELATION TO ILLNESS, DATED 10 APRIL
2012

Slipper, Peter (Private)

From: James Ashby [james@newalgae.com.au]
Sent: Tuesday, 10 April 2012 11:18 PM
To: Slipper, Peter (Private)
Cc: Ellis, Michelle (P. Slipper, MP)
Subject: Re: Tuesday 10 April

Thanks for being kept in the loop. I have only just woken up and discovered the emails and text. Thanks for the heads up on Katen's unwell situation. I know she's been dealing with a great deal of discomfort with her chest/cough over the last couple of weeks, so I'm only guessing it's the same problem playing havoc with her.

I visited the doctor and they've insisted I have 2 weeks off. I am really concerned with my health at the moment and they're even more so. I will make sure Michelle gets a copy of the doctors certificate this week. I will ask Will to drop it in on his way past if possible.

I'll be in touch.

James Ashby

On 10/04/2012, at 11:41 AM, Slipper, Peter (Private) wrote:

James FYI

— Original Message —

From: Slipper, Peter (Private)
Sent: Tuesday, April 10, 2012 09:41 AM
To: Doane, Karen (P. Slipper, MP); Ellis, Michelle (P. Slipper, MP); Ashby, James (P. Slipper, MP); Weaver, Natasia (P. Slipper, MP); Peterson, Chris (P. Slipper, MP); Knapp, Tim (P. Slipper, MP)
Cc: karendoane@gmail.com <karendoane@gmail.com>
Subject: Re: Tuesday 10 April

Thanks Katen

Please keep me informed and best wishes for recovery. The amount of time off is becoming a challenge for the office but hopefully your doctor will okay you working this week. Cheers Peter

— Original Message —

From: Doane, Karen (P. Slipper, MP)
Sent: Tuesday, April 10, 2012 08:07 AM
To: Ellis, Michelle (P. Slipper, MP); Ashby, James (P. Slipper, MP); Weaver, Natalia (P. Slipper, MP); Slipper, Peter (Private); Paterson, Chris (P Slipper, MP); Knapp, Tim (P. Slipper, MP)
Cc: Karen Doane <karenndoane@gmail.com>
Subject: Tuesday 10 April

Hello all

I will not be at work today. I am going to see my doctor again this morning and will advise of my ability to work for the remainder of the week after my visit.

Regards

Karen

Affidavit:**Federal Court of Australia**

No. NSD580/2012

District Registry: New South Wales

Division: Fair Work

JAMES HUNTER ASHBY

Applicant

**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule.**
First Respondent

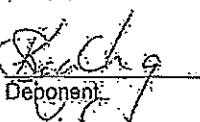
Affidavit of: Siobhan Michelle Keating
 Address: 456 Lonsdale Street, Melbourne, Vic, 3000
 Occupation: Legal Practitioner
 Date: 02 July 2012

Contents:

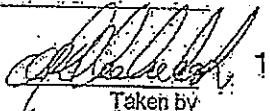
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Form 59, Rule 29.02(1)

Filed on behalf of	M: Peter Slipper, the Second Respondent
Prepared by	Siobhan Keating, Legal Practitioner
Law firm	Maurice Blackburn Lawyers
Tel	(03) 9605 2831
Email	jborstein@mauriceblackburn.com.au
Address for service	Level 10, 456 Lonsdale Street, Melbourne, Vic, 3000



Deponee



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Taken by

5.	Extracts from the materials produced pursuant to the Doane Subpoena	14	103 – 160
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8.	E-mail from Maurice Blackburn to Hammers dated 27 June 2012 in relation to HR Daily article	18	168 – 170
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10.	E-mail from Knox to Bornstein dated 29 June 2012 in relation to unsworn affidavit	22	175 – 176
11.	Bundle of published articles about Hammers	23	177 - 187

I, Siobhán Michelle Keating, of 456 Lonsdale Street, Melbourne, Legal Practitioner, affirm:

1. I am a solicitor in the employ of Maurice Blackburn Lawyers (Maurice Blackburn), which represents the Second Respondent in this proceeding (the Proceeding).
 2. The statements set out in this affidavit are made from my information, knowledge and belief based on instructions given to me by the Second Respondent or from my own personal knowledge.
 3. In support of the Second Respondent's Interlocutory Application dated 8 June 2012, I have made one prior affidavit in this Proceeding (First Keating Affidavit). This affidavit should be read wholly in conjunction with the First Keating Affidavit.
 4. Where a word, name or phrase is capitalised, it has the same meaning as in the First Keating Affidavit, unless I expressly state otherwise.

Second Respondent's Points of Claim

5. On Tuesday 26 June 2012 the Second Respondent filed and served an Amended Points of Claim. For the purpose of preparing that Amended Points of Claim, a further review of the McKemmish Affidavit was undertaken, during the course of which additional SMS messages that appear in the documents annexed to the


Deponent:

John W. Miller 2
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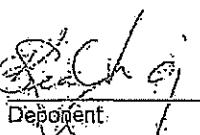
McKemmish affidavit were identified [REDACTED]

6. After the filing of that Amended Points of Claim, I caused to be compiled a second spreadsheet that contained all of the messages contained in the first spreadsheet that is annexure SK-22 to the First Keating Affidavit, along with the additional messages contained in the documents annexed to the McKemmish affidavit and referred to the Amended Points of Claim;
7. The second spreadsheet was compiled by undertaking the following steps:
 - (a) the first spreadsheet was duplicated;
 - (b) a new column was created in order to include the original message number from annexure RDM-3 to the McKemmish Affidavit;
 - (c) all messages in the spreadsheet were cross-referenced to RDM-3 and their original SMS message number inserted into the new column;
 - (d) all messages referred to in the Amended Points of Claim that were not otherwise contained in the first spreadsheet in the form of annexure SK-22 to the First Keating Affidavit were inserted into the second spreadsheet in the same form as the first spreadsheet, and, where possible, a name was attributed to the telephone number to which the relevant message was sent, or from which it was received.

Annexed hereto and marked SK-1 is a copy of that second spreadsheet.

Material returned from subpoenas

8. On 15 June 2012, by Order of Justice Rateš, the Second Respondent was granted leave to issue subpoenas against four named individuals, including:
 - (a) Mr Malcolm Brough (Brough);
 - (b) Mr Anthony McClellan (McClellan);
 - (c) Mr Steve Lewis (Lewis); and,
 - (d) Ms Karen Doane (Doane).


Deponent

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9. On 18 June 2012, the Registry of the Federal Court of Australia issued, pursuant to the leave referred to in the preceding paragraph, subpoenas against (inter alia) each of:

- (a) Brough (the Brough Subpoena);
- (b) McClellan (the McClellan Subpoena); and
- (c) Doane (the Doane Subpoena).

Annexed hereto and marked SK-2 is a copy of the subpoena issued to each of Brough, McClellan and Doane respectively.

10. On Wednesday 27 June 2012, at the return of the subpoenas referred to in the preceding paragraph, documents had been produced to the Registry in answer to the Brough Subpoena and the McClellan Subpoena, and documents were produced in Court in answer to a call on the Doane Subpoena. Leave to inspect the documents so produced was granted to the parties (except in relation to one packet of documents produced by in response to the Doane Subpoena over which client legal privilege was claimed).
11. On Friday 29 June 2012, I caused to be uplifted from the Registry and photocopied the documents produced pursuant to each of the Brough Subpoena, McClellan Subpoena and the Doane Subpoena, and in respect of which leave to inspect was given;
12. I reviewed the material produced under the Brough Subpoena. Annexed hereto and marked SK-3 is a copy of extracts from the material produced pursuant to the Brough Subpoena.
13. I reviewed the material produced under the McClellan Subpoena. Annexed hereto and marked SK-4 is a copy of extracts from the material produced pursuant to the McClellan Subpoena.
14. I reviewed the material produced under the Doane Subpoena. Annexed hereto and marked SK-5 is a copy of extracts from the material produced pursuant to the Doane Subpoena.


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15.

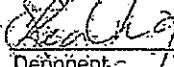
16.

17.

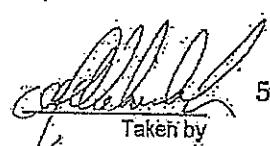
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19.

20.



Deponent



Taken by

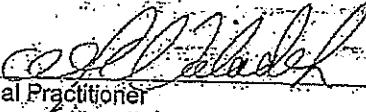
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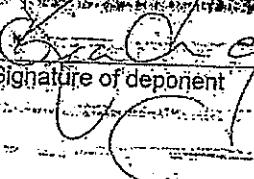
21.

22.

23.

Affirmed by the deponent
at Melbourne
in Victoria
on 2 July 2012
Before me:


Legal Practitioner


Signature of deponent

WACŁAW JOHN WIELADEK
of 456 Lonsdale Street, Melbourne
an Australian Legal Practitioner
within the meaning
of the Legal Profession Act, 2004.

Federal Court of Australia

NSD580/2012

District Registry: New South Wales
Division: Fair Work

Schedule

JAMES HUNTER ASHBY
Applicant

COMMONWEALTH OF AUSTRALIA
First Respondent

PETER SLIPPER
Second Respondent

Federal Court of Australia.

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent.

Affidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne, Vic, 3000
Occupation: Legal Practitioner
Date: 2 July 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-2" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 2 July 2012.

Before me:

WACŁAW JOHN WIELADEK
of 456 Lonsdale Street, Melbourne
an Australian Legal Practitioner
within the meaning
of the Legal Profession Act, 2004.

Annexure "SK-2"

A BUNDLE OF SUBPOENAS
ISSUED TO MALCOLM BROUH,
KAREN DOANE, STEVE LEWIS AND
ANTHONY MCCLELLAN

IN THE FEDERAL COURT OF AUSTRALIA (FCA)
 NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
 FAIR WORK DIVISION
 No. NSD580/2012

NOTICE OF FILING AND HEARING

This application was filed electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on
 18/06/2012.

DETAILS OF FILING

Document Lodged:	Subpoena to Produce Documents (Fair Work Schedule 3 Exemption) - Form 13B - Rule 24.13(1)(b)
File Number:	NSD580/2012
File Title:	James Hunter Ashby v Commonwealth of Australia & Anor
District Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	Return of Subpoena
Time and date for hearing:	27/06/2012, 9:30 AM
Place:	Court Room 18E, Level 17 Law Courts Building, Queen's Square, Sydney



Howard Soden

Dated: 18/06/2012

Registrar:

NOTES

1. This Notice forms part of the application and contains information that might otherwise appear elsewhere in the application. The Notice must be included in the application served on each party to the proceeding.
2. The "reason for listing" is descriptive and does not limit the issues that might be dealt with, or orders that might be made, at the hearing.

LAST DATE FOR SERVICE OF THIS SUBPOENA IS TUESDAY 19 JUNE 2012



Subpoena to Produce Documents

Federal Court of Australia

No. NSD580/2012

District Registry: New South Wales

Division: Fair Work

JAMES HUNTER ASHBY

Applicant

**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule**
First Respondent

To: Malcolm Brough, Level 15, 15 Adelaide Street, Brisbane, Queensland 4000

You are ordered to produce this subpoena or a copy of it and the documents or things specified in the Schedule. See next page for details.

Failure to comply with this subpoena without lawful excuse is a contempt of court and may result in your arrest.

Please read Notes 1 to 13 at the end of this subpoena.

The last date for service of this subpoena is Wednesday 20 June 2012.

Date: 18 June 2012

Signed by an officer acting with the authority
of the District Registrar

Issued at the request of the Second Respondent, whose address for service is:

Place: Level 10, 456 Lonsdale Street, Melbourne Vic 3000

Email: j.bornstein@mauriceblackburn.com.au

Form 43B, Rule 24.13(1)(b)

Filed on behalf of Mr Peter Slipper, the Second Respondent

Prepared by Siobhan Keating, Legal Practitioner

Law firm Maurice Blackburn Lawyers

Tel (03) 9605 2031 Fax (03) 9258 9613

Email j.bornstein@mauriceblackburn.com.au

Address for service Level 10, 456 Lonsdale Street, Melbourne, Vic, 3000



Details of subpoena.

You must comply with this subpoena:

- (a) by attending to produce this subpoena or a copy of it and the documents or things specified in the Schedule below at the date, time and place specified for attendance and production; or
- (b) by delivering or sending this subpoena or a copy of it and the documents or things specified in the Schedule below to the Registrar at the address below, or if there is more than one address below, at any one of those addresses, so that they are received not less than 2 clear business days before the date specified for attendance and production. (See Notes 5-9)

Date, time and place at which you must attend to produce the subpoena or a copy of it and documents or things, unless you receive a notice of a later date or time from the issuing party, in which case the later date or time is substituted:

Date: Wednesday 27 June 2012

Time: 9:30am

Place: Registry, Federal Court of Australia
Level 17, Law Courts Building
Queen's Square
SYDNEY, 2000

Address, or any address, to which the subpoena (or copy) and documents or things may be delivered or posted:

The Registrar
New South Wales District Registry
Level 17
Law Courts Building

**Schedule**

The documents and things you must produce are as follows:

All documents evidencing or recording of constituting communications in the period from 1 February 2012 to 27 April 2012 (inclusive) between:

- (a) Malcolm Brough and James Ashby; and
- (b) Malcolm Brough and each of: (1) Karen Doane, (2) Steve Lewis, and/or (3) Anthony McClellan.

'Document' includes, without limitation, originals and copies of all correspondence, letters, memoranda, minutes, written and electronic communications, emails, SMS messages, MMS messages, Chat messages, diary notes, forms, internal memoranda, telephone memoranda, reports, file notes, agreements, accounts, receipts, invoices, computer discs, computer and video and master tapes and any other form of digital or electronic storage of information.



Notes

Last day for service

1. You need not comply with the subpoena unless it is served on you on or before the date specified in the subpoena as the last date for service of the subpoena.

Informal service

2. Even if this subpoena has not been served personally on you, you must, nevertheless, comply with its requirements, if you have, by the last date for service of the subpoena, actual knowledge of the subpoena and of its requirements.

Addressee a corporation

3. If the subpoena is addressed to a corporation, the corporation must comply with the subpoena by its appropriate or proper officer.

Conduct money

4. You need not comply with the subpoena in so far as it requires you to attend to give evidence unless conduct money sufficient to meet your reasonable expenses of attending as required by the subpoena is handed or tendered to you a reasonable time before the date your attendance is required.

Production of subpoena or copy of it and documents or things by delivery or post

5. If this subpoena requires production of the subpoena (or a copy of it) and a document or thing, instead of attending to produce the subpoena (or a copy of it) and the document or thing, you may comply with the subpoena by delivering or sending the subpoena (or a copy of it) and the document or thing to the Registrar:
 - (a) at the address specified in the subpoena for the purpose; or
 - (b) if more than one address is specified - at any of those addresses; so that they are received not less than 2 clear business days before the date specified in the subpoena for attendance and production; or if you receive notice of a later date from the issuing party, before the later date or time.
6. If you object to a document or thing produced in response to this subpoena being inspected by a party to the proceeding or any other person, you must, at the time of production, notify the Registrar in writing of your objection and of the grounds of your objection.
7. Unless the Court otherwise orders, if you do not object to a document or thing produced by you in response to the subpoena being inspected by any party to the proceeding, the Registrar may permit the parties to the proceeding to inspect the document or thing.



5

Production of a number of documents or things

8. If you produce more than one document or thing, you must, if requested by the Registrar, produce a list of the documents or things produced.

Production of copy instead of original

9. You may, with the consent of the issuing party, produce a copy, instead of the original, of any document that the subpoena requires you to produce.
- 9A. The copy of a document may be:
- a photocopy; or
 - in an electronic form that the issuing party has indicated will be acceptable.

Applications in relation to subpoena

10. You have the right to apply to the Court:
- for an order setting aside the subpoena (or a part of it) or for relief in respect of the subpoena; and
 - for an order with respect to your claim for privilege, public interest immunity or confidentiality in relation to any document or thing the subject of the subpoena.

Loss or expense of compliance

11. If you are not a party to the proceeding, you may apply to the Court for an order that the issuing party pay an amount (in addition to conduct money and any witness's expenses) in respect of the loss or expense, including legal costs, reasonably incurred in complying with the subpoena.

Contempt of court - arrest

12. Failure to comply with a subpoena without lawful excuse is a contempt of court and may be dealt with accordingly.
13. Note 12 is without prejudice to any power of the Court under any rules of the Court (including any rules of the Court providing for the arrest of an addressee who defaults in attendance in accordance with a subpoena) or otherwise, to enforce compliance with a subpoena.



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Schedule**Federal Court of Australia**

NSD680/2012

District Registry: New South Wales

Division: Fair Work

JAMES HUNTER ASHBY

Applicant

COMMONWEALTH OF AUSTRALIA

First Respondent

PETER SLIPPER

Second Respondent

IN THE FEDERAL COURT OF AUSTRALIA (FCA)
 NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
 FAIR WORK DIVISION No: NSD580/2012

NOTICE OF FILING AND HEARING

This application was filed electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 18/06/2012.

DETAILS OF FILING

Document Lodged:	Subpoena to Produce Documents (Fair Work Schedule 3 Exemption), Form 43B - Rule 24.13(1)(b)
File Number:	NSD580/2012
File Title:	James Hunter Ashby v Commonwealth of Australia & Anor
District Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	Return of Subpoena
Time and date for hearing:	27/06/2012, 9:30 AM
Place:	Court Room 18B, Level 17 Law Courts Building Queen's Square, Sydney



Mark Soden

Dated: 18/06/2012

Registrar

NOTES

1. This Notice forms part of the application and contains information that might otherwise appear elsewhere in the application. The Notice must be included in the application served on each party to the proceeding.
2. The reason for listing is descriptive and does not limit the issues that might be dealt with, or orders that might be made, at the hearing.

LAST DATE FOR SERVICE OF THIS SUBPOENA IS TUESDAY 19 JUNE 2012



Subpoena to Produce Documents

Federal Court of Australia
 District Registry: New South Wales
 Division: Fair Work

No: NSD580/2012

JAMES HUNTER ASHBY
 Applicant

**COMMONWEALTH OF AUSTRALIA and another according
 to the Schedule**
 First Respondent

To: Karen Doane, 33 Woodlark Rise, Sunrise Beach Q 4567

You are ordered to produce this subpoena or a copy of it and the documents or things specified in the Schedule. See next page for details.

Failure to comply with this subpoena without lawful excuse is a contempt of court and may result in your arrest.

Please read Notes 1 to 13 at the end of this subpoena.

The last date for service of this subpoena is Wednesday 20 June 2012

Date: 18 June 2012

Signed by an officer acting with the authority
 of the District Registrar

Issued at the request of the Second Respondent, whose address for service is:

Place: Level 10, 456 Lonsdale Street, Melbourne Vic 3000
 Email: jbernstein@mauriceblackburn.com.au

Form 43B, Rule 24.13(1)(b)

Filed on behalf of	Mr Peter Slipper, the Second Respondent
Prepared by	Siobhan Keating, Legal Practitioner
Law firm	Maurice Blackburn Lawyers
Tel	(03) 9605 2831
Email	jbernstein@mauriceblackburn.com.au
Address for service:	Level 10, 456 Lonsdale Street, Melbourne, Vic, 3000
Fax	(03) 9258 9613



2

Details of subpoena

You must comply with this subpoena:

- (a) by attending to produce this subpoena or a copy of it and the documents or things specified in the Schedule below at the date, time and place specified for attendance and production; or
- (b) by delivering or sending this subpoena or a copy of it and the documents or things specified in the Schedule below to the Registrar at the address below, or if there is more than one address below, at any one of those addresses, so that they are received not less than 2 clear business days before the date specified for attendance and production. (See Notes 5-9)

Date, time and place at which you must attend to produce the subpoena or a copy of it and documents or things, unless you receive a notice of a later date or time from the issuing party, in which case the later date or time is substituted:

Date: Wednesday 27 June 2012

Time: 9:30am

Place: Registry, Federal Court of Australia
Level 17, Law Courts Building
Queen's Square
SYDNEY, 2000

Address, or any address, to which the subpoena (or copy) and documents or things may be delivered or posted:

The Registrar
New South Wales District Registry
Level 17
Law Courts Building



3
Schedule

The documents and things you must produce are as follows:

All documents evidencing or recording or constituting communications, in the period from 1 February 2012 to 27 April 2012 (inclusive), between:

- (a) Karen Doane and James Ashby, and
- (b) Karen Doane and each of: (1) Steve Lewis; (2) Malcolm Brough, and/or (3) Anthony McClellan.

"Document" includes, without limitation, originals and copies of all correspondence, letters, memoranda, minutes, written and electronic communications, emails, SMS messages, MMS messages, Chat messages, diary notes, forms, internal memoranda, telephone memoranda, reports, file notes, agreements, accounts, receipts, invoices, computer discs, computer and video and master tapes and any other form of digital or electronic storage of information.



4

Notes

Last day for service

1. You need not comply with the subpoena unless it is served on you on or before the date specified in the subpoena as the last date for service of the subpoena.

Informal service

2. Even if this subpoena has not been served personally on you, you must, nevertheless, comply with its requirements, if you have, by the last date for service of the subpoena, actual knowledge of the subpoena and of its requirements.

Addressee a corporation

3. If the subpoena is addressed to a corporation, the corporation must comply with the subpoena by its appropriate or proper officer.

Conduct money

4. You need not comply with the subpoena in so far as it requires you to attend to give evidence unless conduct money sufficient to meet your reasonable expenses of attending as required by the subpoena is handed or tendered to you a reasonable time before the date your attendance is required.

Production of subpoena or copy of it and documents or things by delivery or post

5. If this subpoena requires production of the subpoena (or a copy of it) and a document or thing, instead of attending to produce the subpoena (or a copy of it) and the document or thing, you may comply with the subpoena by delivering or sending the subpoena (or a copy of it) and the document or thing to the Registrar:
 - (a) at the address specified in the subpoena for the purpose; or
 - (b) if more than one address is specified - at any of those addresses, so that they are received not less than 2 clear business days before the date specified in the subpoena for attendance and production, or if you receive notice of a later date from the issuing party, before the later date or time.
6. If you object to a document or thing produced in response to this subpoena being inspected by a party to the proceeding or any other person, you must, at the time of production, notify the Registrar in writing of your objection and of the grounds of your objection.
7. Unless the Court otherwise orders, if you do not object to a document or thing produced by you in response to the subpoena being inspected by any party to the proceeding, the Registrar may permit the parties to the proceeding to inspect the document or thing.



Production of a number of documents or things

8. If you produce more than one document or thing, you must, if requested by the Registrar, produce a list of the documents or things produced.

Production of copy instead of original

9. You may, with the consent of the issuing party, produce a copy, instead of the original, of any document that the subpoena requires you to produce.
- 9A. The copy of a document may be:
 - (a) a photocopy; or
 - (b) in an electronic form that the issuing party has indicated will be acceptable.

Applications in relation to subpoena

10. You have the right to apply to the Court:
 - (a) for an order setting aside the subpoena (or a part of it) or for relief in respect of the subpoena; and
 - (b) for an order with respect to your claim for privilege, public interest immunity or confidentiality in relation to any document or thing the subject of the subpoena.

Loss or expense of compliance

11. If you are not a party to the proceeding, you may apply to the Court for an order that the issuing party pay an amount (in addition to conduct money and any witness's expenses) in respect of the loss or expense, including legal costs, reasonably incurred in complying with the subpoena.

Contempt of court - arrest

12. Failure to comply with a subpoena without lawful excuse is a contempt of court and may be dealt with accordingly.
13. Note 12 is without prejudice to any power of the Court under any rules of the Court (including any rules of the Court providing for the arrest of an addressee who defaults in attendance in accordance with a subpoena) or otherwise, to enforce compliance with a subpoena.



NSD580/2012

Schedule**Federal Court of Australia**District Registry: New South Wales
Division: Fair Work**JAMES HUNTER ASHBY**
Applicant**COMMONWEALTH OF AUSTRALIA**
First Respondent**PETER SLIPPER**
Second Respondent

IN THE FEDERAL COURT OF AUSTRALIA (FCA)
 NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
 FAIR WORK DIVISION
 No. NSD580/2012

NOTICE OF FILING AND HEARING

This application was filed electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on
 18/06/2012.

DETAILS OF FILING

Document Lodged:	Subpoena to Produce Documents (Fair Work Schedule 3 Exemption) - Form 43B - Rule 24.13(1)(b)
File Number:	NSD580/2012
File Title:	James Hunter Ashby v Commonwealth of Australia & Anor
District Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	Return of Subpoena
Time and date for hearing:	27/06/2012, 9:30 AM
Place:	Court Room 188, Level 17 Law Courts Building Queen's Square, Sydney



Wendy Soden

Dated: 18/06/2012.

Registrar

NOTES

1. This Notice forms part of the application and contains information that might otherwise appear elsewhere in the application. The Notice must be included in the application served on each party to the proceeding.
2. The reason for listing is descriptive and does not limit the issues that might be dealt with or orders that might be made at the hearing.

LAST DATE FOR SERVICE OF THIS SUBPOENA IS TUESDAY 19 JUNE 2012

IN THE FEDERAL COURT OF AUSTRALIA (FCA)
 NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
 FAIR WORK DIVISION
 No. NSD580/2012

NOTICE OF FILING AND HEARING

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 18/06/2012.

DETAILS OF FILING

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District Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	Return of Subpoena
Time and date for hearing:	27/06/2012, 9:30 AM
Place:	Court Room 18B, Level 17, Law Courts Building, Queen's Square, Sydney



Adrian Saker

Dated: 18/06/2012

Registrar

NOTES

1. This Notice forms part of the application and contains information that might otherwise appear elsewhere in the application. The Notice must be included in the application served on each party to the proceeding.
2. The "reason for listing" is descriptive and does not limit the issues that might be dealt with, or orders that might be made, at the hearing.

LAST DATE FOR SERVICE OF THIS SUBPOENA IS TUESDAY 19 JUNE 2012



Subpoena to Produce Documents

Federal Court of Australia.

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant.

**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule**
First Respondent

To: Steve Lewis, Suite 117, Press Gallery, Parliament House, CANBERRA ACT 2600

You are ordered to produce this subpoena or a copy of it and the documents or things specified in the Schedule. See next page for details.

Failure to comply with this subpoena without lawful excuse is a contempt of court and may result in your arrest.

Please read Notes 1 to 13 at the end of this subpoena.

The last date for service of this subpoena is Wednesday 20 June 2012

Date: 18 June 2012

Signed by an officer acting with the authority
of the District Registrar

Issued at the request of the Second Respondent whose address for service is:

Place: Level 10, 456 Lonsdale Street, Melbourne Vic 3000

Email: jborstein@mauriceblackburn.com.au

Form 43B Rule 24.13(1)(b)

Filed on behalf of Mr Peter Slipper, the Second Respondent

Prepared by Siobhan Keating, Legal Practitioner

Law firm Maurice Blackburn Lawyers

Tel (03) 9606 2031 Fax (03) 9258 9613

Email jborstein@mauriceblackburn.com.au

Address for service Level 10, 456 Lonsdale Street, Melbourne, Vic, 3000



2

Details of subpoena.

You must comply with this subpoena:

- (a) by attending to produce this subpoena or a copy of it and the documents or things specified in the Schedule below at the date, time and place specified for attendance and production; or
- (b) by delivering or sending this subpoena or a copy of it and the documents or things specified in the Schedule below to the Registrar at the address below, or if there is more than one address below, at any one of those addresses, so that they are received not less than 2 clear business days before the date specified for attendance and production. (See Notes 5-9).

Date, time and place at which you must attend to produce the subpoena or a copy of it and documents or things, unless you receive a notice of a later date or time from the issuing party, in which case the later date or time is substituted:

Date: Wednesday 27 June 2012

Time: 9:30am

Place: Registry, Federal Court of Australia
Level 17, Law Courts Building
Queen's Square
SYDNEY, 2000

Address, or any address, to which the subpoena (or copy) and documents or things may be delivered or posted:

The Registrar
New South Wales District Registry
Level 17
Law Courts Building



3
Schedule:

The documents and things you must produce are as follows:

All documents evidencing or recording or constituting communications in the period from 1 February 2012 to 27 April 2012 (inclusive) between:

- (a) Steve Lewis and James Ashby; and
- (b) Steve Lewis and each of (1) Karen Doane, (2) Malcolm Brough, and/or (3) Anthony McClellan.

"Document" includes, without limitation, originals and copies of all correspondence, letters, memoranda, minutes, written and electronic communications, emails, SMS messages, MMS messages, Chat messages, diary notes, forms, internal memoranda, telephone memoranda, reports, file notes, agreements, accounts, receipts, invoices, computer discs, computer and video and master tapes and any other form of digital or electronic storage of information.



Notes

Last day for service

1. You need not comply with the subpoena unless it is served on you on or before the date specified in the subpoena as the last date for service of the subpoena.

Informal service

2. Even if this subpoena has not been served personally on you, you must, nevertheless, comply with its requirements, if you have, by the last date for service of the subpoena, actual knowledge of the subpoena and of its requirements.

Addressee a corporation

3. If the subpoena is addressed to a corporation, the corporation must comply with the subpoena by its appropriate or proper officer.

Conduct money

4. You need not comply with the subpoena in so far as it requires you to attend to give evidence unless conduct money sufficient to meet your reasonable expenses of attending as required by the subpoena is handed or tendered to you a reasonable time before the date your attendance is required.

Production of subpoena or copy of it and documents or things by delivery or post

5. If this subpoena requires production of the subpoena (or a copy of it) and a document or thing, instead of attending to produce the subpoena (or a copy of it) and the document or thing, you may comply with the subpoena by delivering or sending the subpoena (or a copy of it) and the document or thing to the Registrar:
 - (a) at the address specified in the subpoena for the purpose; or
 - (b) if more than one address is specified - at any of those addresses, so that they are received not less than 2 clear business days before the date specified in the subpoena for attendance and production, or if you receive notice of a later date from the issuing party, before the later date or time.
6. If you object to a document or thing produced in response to this subpoena being inspected by a party to the proceeding or any other person, you must, at the time of production, notify the Registrar in writing of your objection and of the grounds of your objection.
7. Unless the Court otherwise orders, if you do not object to a document or thing produced by you in response to the subpoena being inspected by any party to the proceeding, the Registrar may permit the parties to the proceeding to inspect the document or thing.



Production of a number of documents or things.

8. If you produce more than one document or thing, you must, if requested by the Registrar, produce a list of the documents or things produced.

Production of copy instead of original.

9. You may, with the consent of the issuing party, produce a copy instead of the original of any document that the subpoena requires you to produce.
- 9A. The copy of a document may be:
 - (a) a photocopy; or
 - (b) in an electronic form that the issuing party has indicated will be acceptable.

Applications in relation to subpoena.

10. You have the right to apply to the Court:
 - (a) for an order setting aside the subpoena (or a part of it) or for relief in respect of the subpoena; and
 - (b) for an order with respect to your claim for privilege, public interest immunity or confidentiality in relation to any document or thing the subject of the subpoena.

Loss or expense of compliance.

11. If you are not a party to the proceeding, you may apply to the Court for an order that the issuing party pay an amount (in addition to conduct money and any witness's expenses) in respect of the loss or expense, including legal costs, reasonably incurred in complying with the subpoena.

Contempt of court - arrest.

12. Failure to comply with a subpoena without lawful excuse is a contempt of court and may be dealt with accordingly.
13. Note 12 is without prejudice to any power of the Court under any rules of the Court (including any rules of the Court providing for the arrest of an addressee who defaults in attendance in accordance with a subpoena) or otherwise, to enforce compliance with a subpoena.



6.

Schedule**Federal Court of Australia**District Registry: New South Wales
Division: Fair Work

NSD589/2012

JAMES HUNTER ASHBY
Applicant**COMMONWEALTH OF AUSTRALIA**
First Respondent**PETER SLIPPER**
Second Respondent



Subpoena to Produce Documents

Federal Court of Australia

No: NSD580/2012

District Registry: New South Wales

Division: Fair Work

JAMES HUNTER ASHBY

Applicant

**COMMONWEALTH OF AUSTRALIA and another according
to the Schedule**
First Respondent

To: Anthony McClellan, BT Tower 32/1 Market Street, SYDNEY NSW 2000

You are ordered to produce this subpoena or a copy of it and the documents or things specified in the Schedule. See next page for details.

Failure to comply with this subpoena without lawful excuse is a contempt of court and may result in your arrest.

Please read Notes 1 to 13 at the end of this subpoena.

The last date for service of this subpoena is Wednesday 20 June 2012

Date: 18 June 2012

Signed by an officer acting with the authority
of the District Registrar

Issued at the request of the Second Respondent whose address for service is:

Place: Level 10, 456 Lonsdale Street, Melbourne Vic 3000.

Email: jbenistein@mauriceblackburn.com.au

Form 43B, Rule 24.13(1)(b)

Filed on behalf of Mr Peter Slipper the Second Respondent

Prepared by Siobhan Keating Legal Practitioner

Law firm Maurice Blackburn Lawyers

Tel (03) 9605 2831 Fax (03) 9258 9613

Email jbenistein@mauriceblackburn.com.au

Address for service Level 10, 456 Lonsdale Street, Melbourne, Vic, 3000



2

Details of subpoena

You must comply with this subpoena:

- (a) by attending to produce this subpoena or a copy of it and the documents or things specified in the Schedule below at the date, time and place specified for attendance and production; or
- (b) by delivering or sending this subpoena or a copy of it and the documents or things specified in the Schedule below to the Registrar at the address below, or if there is more than one address below, at any one of those addresses, so that they are received not less than 2 clear business days before the date specified for attendance and production. (See Notes 5-9)

Date, time and place at which you must attend to produce the subpoena or a copy of it and documents or things, unless you receive a notice of a later date or time from the issuing party, in which case the later date or time is substituted:

Date: Wednesday 27 June 2012

Time: 9:30am

Place: Registry, Federal Court of Australia
Level 17, Law Courts Building
Queen's Square
SYDNEY, 2000

Address, or any address, to which the subpoena (or copy) and documents or things may be delivered or posted:

The Registrar
New South Wales District Registry
Level 17
Law Courts Building

**Schedule.**

The documents and things you must produce are as follows:

All documents evidencing or recording or constituting communications in the period from 1 February 2012 to 27 April 2012 (inclusive) between:

- (a) Anthony McClellan and James Ashby; and
- (b) Anthony McClellan and each of: (1) Steve Lewis, (2) Malcolm Brough, and/or (3) Karen Doane;

Document includes, without limitation, originals and copies of all correspondence, letters, memoranda, minutes, written and electronic communications, emails, SMS messages, MMS messages, Chat messages, diary notes, forms, internal memoranda, telephone memoranda, reports, file notes, agreements, accounts, receipts, invoices, computer discs, computer and video and master tapes and any other form of digital or electronic storage of information.



4

Notes**Last day for service**

1. You need not comply with the subpoena unless it is served on you on or before the date specified in the subpoena as the last date for service of the subpoena.

Informal service

2. Even if this subpoena has not been served personally on you, you must, nevertheless, comply with its requirements, if you have, by the last date for service of the subpoena, actual knowledge of the subpoena and of its requirements.

Addressee a corporation

3. If the subpoena is addressed to a corporation, the corporation must comply with the subpoena by its appropriate or proper officer.

Conduct money

4. You need not comply with the subpoena in so far as it requires you to attend to give evidence unless conduct money sufficient to meet your reasonable expenses of attending as required by the subpoena is handed or tendered to you a reasonable time before the date your attendance is required.

Production of subpoena or copy of it and documents or things by delivery or post

5. If this subpoena requires production of the subpoena (or a copy of it) and a document or thing, instead of attending to produce the subpoena (or a copy of it) and the document or thing, you may comply with the subpoena by delivering or sending the subpoena (or a copy of it) and the document or thing to the Registrar:
 - (a) at the address specified in the subpoena for the purpose; or
 - (b) if more than one address is specified, at any of those addresses;
 so that they are received not less than 2 clear business days before the date specified in the subpoena for attendance and production, or if you receive notice of a later date from the issuing party, before the later date or time.
6. If you object to a document or thing produced in response to this subpoena being inspected by a party to the proceeding or any other person, you must, at the time of production, notify the Registrar in writing of your objection and of the grounds of your objection.
7. Unless the Court otherwise orders, if you do not object to a document or thing produced by you in response to the subpoena being inspected by any party to the proceeding, the Registrar may permit the parties to the proceeding to inspect the document or thing.



5

Production of a number of documents or things.

8. If you produce more than one document or thing, you must, if requested by the Registrar, produce a list of the documents or things produced.

Production of copy instead of original

9. You may, with the consent of the issuing party, produce a copy instead of the original, of any document that the subpoena requires you to produce.
- 9A. The copy of a document may be:
 - (a) a photocopy; or
 - (b) in an electronic form that the issuing party has indicated will be acceptable.

Applications in relation to subpoena

10. You have the right to apply to the Court:
 - (a) for an order setting aside the subpoena (or a part of it) or for relief in respect of the subpoena; and
 - (b) for an order with respect to your claim for privilege, public interest immunity or confidentiality in relation to any document or thing the subject of the subpoena.

Loss or expense of compliance

11. If you are not a party to the proceeding, you may apply to the Court for an order that the issuing party pay an amount (in addition to conduct money and any witness's expenses) in respect of the loss or expense, including legal costs, reasonably incurred in complying with the subpoena.

Contempt of court - arrest

12. Failure to comply with a subpoena without lawful excuse is a contempt of court and may be dealt with accordingly.
13. Note 12 is without prejudice to any power of the Court under any rules of the Court (including any rules of the Court providing for the arrest of an addressee who defaults in attendance in accordance with a subpoena) or otherwise, to enforce compliance with a subpoena.

665



NSD580/2012

Schedule

Federal Court of Australia

District Registry: New South Wales

Division: Fair Work

JAMES HUNTER ASHBY
Applicant

COMMONWEALTH OF AUSTRALIA
First Respondent

PETER SLIPPER
Second Respondent

Federal Court of Australia

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY

Applicant

COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent

Affidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne, Vic, 3000
Occupation: Legal Practitioner
Date: 2 July 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-3" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 2 July 2012.

Before me:

WACŁAW JOHN WIELADEK
of 456 Lonsdale Street, Melbourne
an Australian Legal Practitioner
within the meaning
of the Legal Profession Act, 2004.

Annexure "SK-3"

**EXTRACTS FROM THE MATERIALS
PRODUCED PURSUANT TO THE
BROUGH SUBPOENA**

SMS 29/03/12

Can that be emailed James it is hard to read
Mal.brough2@bigpond.com

SMS 29/03/12

Done. Coming thru in minutes.

Thanks

SMS 12/04/12

James can you give me a call please. Mal

Emails

From: Mal Brough [mailto:mal.brough2@bigpond.com]
Sent: Sunday, 22 April 2012 2:00 PM
To: james@newalimage.com.au
Subject:

James can you ring me please?
Mal

From: Mal Brough [mailto:mal.brough2@bigpond.com]
Sent: Sunday, 22 April 2012 2:03 PM
To: james@newalimage.com.au
Subject:

James can you ring me please?
Cheers,
Mal

From: Mal Brough [mailto:mal.brough2@bigpond.com]
Sent: Wednesday, 18 April 2012 10:27 AM
To: james@newalimage.com.au
Subject: need to chat

Hi James,

There are potential problems I need to discuss with you as soon as possible.
I believe they can be resolved with one conversation between the two of us.
I am aware you are on the Coast so happy to meet privately if that is best.

Cheers,

Mal

Communication with Karen Doane

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Monday, 2 April 2012 7:43 AM
To: Mal.Brough2@bigpond.com
Cc: Karen Doane
Subject: Resume attached

Hello Mal

It was a pleasure to finally meet you on Friday, albeit under unfortunate circumstances.

As discussed, I have attached an updated resume for the Queensland LNP Government's consideration. I have also provided this to Andrew Powell.

You may note I have considerable experience and passion for sport, which could make me a valuable asset to Steve Dickson's Ministerial team, one that I would thoroughly enjoy and embrace.

If there is anything further you require, please do not hesitate to contact me on the number indicated below or via this email. I appreciate your consideration of my interest in serving the LNP in government.

Kind regards
Karen

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Monday, 2 April 2012 9:04 AM
To: Mal.Brough2@bigpond.com
Subject: Resume attached

Hello Mal

It was a pleasure to finally meet you on Friday, albeit under unfortunate circumstances;

As discussed, I have attached an updated resume for the Queensland LNP Government's consideration. I have also provided this to Andrew Powell.

You may note I have considerable experience and passion for sport, which could make me a valuable asset to Steve Dickson's Ministerial team, one that I would thoroughly enjoy and embrace.

If there is anything further you require, please do not hesitate to contact me on the number indicated below or via this email. I appreciate your consideration of my interest in serving the LNP in government.

Kind regards
Karen

From: Mal Brough [mailto:mal.brough2@bigpond.com]
Sent: Monday, 2 April 2012 9:44 AM
To: Karen Doane
Subject: RE: Resume attached.

Thanks Karen,
I will do my best.
Cheers,
Mal

From: Mal Brough [mailto:mal.brough2@bigpond.com]
Sent: Monday, 2 April 2012 5:48 PM
To: Karen Doane
Subject: RE: Resume attached

Karen,
I have forwarded your resume and received a confirmation so let's hope you get a call soon. If not let me know and I will explore other options.
Cheers,
Mal

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Tuesday, 3 April 2012 6:14 AM
To: Mal Brough
Subject: Re: Resume attached

Hi Mal

Thank you very much and fingers crossed!

Cheers
Karen

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Tuesday, 10 April 2012 10:22 AM
To: mal.brough2@bigpond.com
Subject: Resume attached

Hello Mal

Please find attached my resume for consideration by Mr Palmer for a position at the Coolum Golf and Spa Resort.

As I mentioned this morning, I am pressed for time as I have an appointment in Brisbane so I've been unable to attach a relevant cover letter, which I'm happy to provide later this evening if required.

Thank you again for your support and wisdom. It is a pleasure knowing you.

Kind regards
Karen.

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Tuesday, 10 April 2012 10:28 AM
To: Mal.brough2@bigpond.com
Subject: Fwd: Tuesday 10 April

Just an FYI from Peter re. my sick leave. He is clearly unhappy with my absence and I believe looking at a way to let me go....

----- Forwarded message -----

From: Slipper, Peter (Private) <slipperp@aph.gov.au>
Date: 2012/4/10
Subject: Re: Tuesday 10 April
To: "Doane, Karen (P. Slipper, MP)" <Karen.Doane@aph.gov.au>, "Ellis, Michelle (P. Slipper, MP)" <Michelle.Ellis@aph.gov.au>, "Ashby, James (P. Slipper, MP)" <James.Ashby@aph.gov.au>, "Weaver, Natalia (P. Slipper, MP)" <Natalia.Weaver@aph.gov.au>, "Paterson, Chris (P. Slipper, MP)" <Chris.Paterson@aph.gov.au>, "Knapp, Tim (P. Slipper, MP)" <Tim.Knapp@aph.gov.au>
Cc: "karendoane@gmail.com" <karendoane@gmail.com>

Thanks Karen

Please keep me informed and best wishes for recovery. The amount of time off is becoming a challenge for the office but hopefully your doctor will okay your working this week. Cheers
Peter

----- Original Message -----

From: Doane, Karen (P. Slipper, MP)
Sent: Tuesday, April 10, 2012 08:07 AM
To: Ellis, Michelle (P. Slipper, MP); Ashby, James (P. Slipper, MP); Weaver, Natalia (P. Slipper, MP); Slipper, Peter (Private); Paterson, Chris (P. Slipper, MP); Knapp, Tim (P. Slipper, MP)
Cc: Karen Doane <karendoane@gmail.com>
Subject: Tuesday 10 April

Hello all:

I will not be at work today. I am going to see my doctor again this morning and will advise of my ability to work for the remainder of the week after my visit.

Regards
Karen.

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Tuesday, 10 April 2012 8:36 PM
To: Mal Brough
Subject: Re: Tuesday 10 April

Hi Mal

Today went reasonably well and I believe James understood he needs to follow the legal advice to have all of his facts sighted and deposition taken (tomm) before it goes to press. This ensures there are no legalities breached, which is very important for a solid case!

I think Steve Lewis would agree another day of waiting to ensure everything is as it should be is worth it.

Cheers
Karen

Txt Message

: Thank you again for your time and guidance the past few weeks, I look forward to your assistance w Clive and the possibility of working for him. If there is anything further I can provide, please let me know.

Cheers Karen

Hi Mal - yes scary as I've heard nothing since yesterday midday. As such, I'm not answering my phone so please tell Steve I'm sorry it's just very scary at the moment so I'm shut down for now. I will let you know when/if I hear anything. Thx for your concern.

Cheers Karen

C Cheers. The media bloke has just agreed to meet Steve this morning. Everything will be fine.

Regard
Mal

C Great news!! Definitely relieved for all. Just want this out. :) Chris Karen

From: Lewis, Steve [mailto:lewiss@newsld.com.au]
Sent: Thursday, 29 March 2012 3:27 PM
To: mal.brough2@bigpond.com
Subject: questions re Slipper - Mal, here is a start. I would be fascinated to see what his diary said for these dates, they involve some large outlays, and the destinations were ...er.... unusual!

NEW ZEALAND

On how many occasions has Peter Slipper travelled to New Zealand since July 2010?

DIARY EXTRACTS – CAN THESE BE PROVIDED FOR THE FOLLOWING DATES:

Between 11/10/2010 and 13/10/2010 (Canberra)

Between 21/9/2009 and 24/09/2009 (Sydney)

Between 24/07/2009 and 27/07/2009 (Canberra)

From: Lewis, Steve [mailto:lewiss@newsld.com.au]
Sent: Thursday, 29 March 2012 4:01 PM
To: mal.brough2@bigpond.com
Subject: also can you check the following date

Dec 11 and 12 2009 – there are four or five cab charge expenditures all of which are listed “not specified” on these dates.

And what is it about Oakline and Slipper?? He has spent literally thousands and thousands of dollars on this firm

Steve

From: Lewis, Steve [mailto:lewiss@newsld.com.au]
Sent: Wednesday, 18 April 2012 10:43 AM
To: Mal Brough
Subject: FW: Slipper in Hungary?

From: Mal Brough [mailto:mal.brough2@bigpond.com]
Sent: Wednesday, 18 April 2012 9:42 PM
To: Lewis, Steve
Subject: RE: Slipper in Hungary?

What a creep!

-----Original Message-----
From: Lewis, Steve [mailto:lewiss@newsld.com.au]
Sent: Sunday, 22 April 2012 8:07 PM
To: Mal Brough
Subject: as per phone conversation.

-----Original Message-----
From: HP printer [mailto:HPrinter@news1td.com.au]
Sent: Sunday, 22 April 2012 8:06 PM

To: Lewis, Steve
Subject:

From: Mal Brough [mailto:mal.brough.2@bigpond.com]
Sent: Thursday, 26 April 2012 8:47 PM

To: Lewis, Steve
Subject: RE: Statement by the Hon Peter Slipper MP

What do you make of it Steve?

From: Lewis, Steve [mailto:lewis.s@newsd.com.au]
Sent: Thursday, 26 April 2012 6:40 PM

To: Mal Brough
Subject: FW: Statement by the Hon Peter Slipper MP

From: Lion, Patrick
Sent: Thursday, 26 April 2012 6:12 PM
To: Lewis, Steve
Subject: FW: Statement by the Hon Peter Slipper MP

Patrick Lion
National Political Reporter
Nationwide News
Ground Level, Press Gallery Parliament House, Suite 117, Canberra, ACT, 2600
T: +61 2 6270 7040 | M: +61 412 122 111
E: lionp@dailytelegraph.com.au [Join us on Facebook](#) [Follow our Twitter](#) [Sign up to our e-news](#)

Daily Telegraph

A News Limited Initiative [degree.net.au](#)

From: Lion, Patrick
Sent: Thursday, 26 April 2012 6:11 PM
To: Andrew Carew
Subject: FW: Statement by the Hon Peter Slipper MP

From: News (REPS) [mailto:News@aph.gov.au]
Sent: Thursday, 26 April 2012 6:07 PM
To: undisclosed-recipients
Subject: Statement by the Hon Peter Slipper MP

House of Representatives - Email alert service

Thursday, 26 April 2012

Federal Court of Australia

No. NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent

Affidavit of: Siobhan Michelle Keating
Address: 456 Lonsdale Street, Melbourne Vic. 3000
Occupation: Legal Practitioner
Date: 2 July 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-4" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 2 July 2012.

Before me:

WACŁAW JOHN WIELADEK
456 Lonsdale Street, Melbourne
an Australian Legal Practitioner
within the meaning
of the Legal Profession Act, 2004.

Annexure "SK-4"

EXTRACTS FROM THE MATERIALS
PRODUCED PURSUANT TO THE
MCCLELLAN SUBPOENA

CONFIDENTIAL AND PROVIDED SOLELY FOR
THE PURPOSES OF MATTER NSASSO/2012

From: "Lewis, Steve" <lewiss@newsfd.com.au>
Subject: Finance link
Date: 13 April 2012 1:12:02 PM AEST
To: <anthonymcc@gmail.com>

<http://www.finance.gov.au/foi/disclosure-log/index.html>

This message and its attachments may contain legally privileged or confidential information. It is intended solely for the named addressee. If you are not the addressee indicated in this message or responsible for delivery of the message to the addressee, you may not copy or deliver this message or its attachments to anyone. Rather, you should permanently delete this message and its attachments and kindly notify the sender by reply e-mail. Any content of this message and its attachments which does not relate to the official business of the sending company must be taken not to have been sent or endorsed by that company or any of its related entities. No warranty is made that the e-mail or attachments are free from computer virus or other defect.

CONFIDENTIAL AND PROVIDED SOLELY
FOR THE PURPOSES OF MATTER
NS0560/2012



**THE
REPUTATION PROTECTION
COMPANY**

Phone: [REDACTED]
Fax: 02 8076 6006
BT Tower
Level 32/1 Market St, Sydney
PO Box 1168 Moore Vale
Sydney NSW 2103
www.amcmedia.com.au
anthonyvnk@gmail.com

James Ashby
Thursday 12 April, 2012

Dear James

Thank you for your invitation to submit a Proposal to provide Strategic Advice Services to you concerning your employment and other issues.

Kind Regards

Anthony McClellan

Agreement

CONFIDENTIAL AND PROVIDED SOLELY FOR THE
PURPOSES OF MATTER NSD580/202.

From: Anthony McClellan <anthonymc@gmail.com>
Subject: AMC Media Agreement - PRIVATE AND CONFIDENTIAL TO THE PARTIES
Date: 15 Apr 2012 8:54:01 AM AEST
To: James Ashby <james@newangle.com.au>

Morning James

Hope you are feeling OK.

As discussed this private email confirms our discussion that I will be billing you based on hours worked, however the fees are on a deferred basis, which means that I will be seeking my fees from the other side with the successful outcome of your case.

As agreed, pls keep this email Confidential.

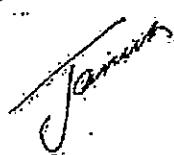
Cheers Anthony

Please acknowledge this email.

Regards,

Anthony McClellan
AMC Media
Mobile: [REDACTED]
B1 Tower Level 32/1 Market St
Sydney, Australia.
www.amcmmedia.com.au

You can Skype me @ anthonymc or call my Skype number [REDACTED]



Federal Court of Australia

No: NSD580/2012

District Registry: New South Wales
Division: Fair Work

JAMES HUNTER ASHBY
Applicant

COMMONWEALTH OF AUSTRALIA and another according
to the Schedule
First Respondent

Affidavit of: Siobhan Michelle Keating.
Address: 456 Lonsdale Street, Melbourne, Vic, 3000.
Occupation: Legal Practitioner.
Date: 2 July 2012

CERTIFICATE IDENTIFYING ANNEXURE

This is the annexure marked "SK-5" now produced and shown to Siobhan Michelle Keating at the time of affirming her affidavit on 2 July 2012.

Before me:

CLAW JOHN WIELADEK
456 Lonsdale Street, Melbourne
an Australian Legal Practitioner
Within the meaning
of the Legal Profession Act, 2004.

Annexure "SK-5"

**EXTRACTS FROM THE MATERIALS
PRODUCED PURSUANT TO THE
DOANE SUBPOENA**



Karen Doane <karendoane@gmail.com>

communication

From: Anthony McClellan <anthonymcc@gmail.com>
Date: Sat, Apr 14, 2012 at 6:55 PM
Subject: communication
To: "karendoane@gmail.com" <karendoane@gmail.com>

Hi Keren

thx you for yr eml. pls do NOT communicate with me via yr official email. pls use yr gmail. pls confirm.

Cheers Anthony

Anthony McClellan
AMC Media
Mob: [REDACTED]
www.amcmedia.com.au
BT Tower
Level 32/ 1 Market St.
Sydney Australia



Karen Doane<Karen.doane@gmail.com>

AMC Media Agreement

From: Anthony McClellan <anthonymc@ gmail.com>
Date: Sun, Apr 15, 2012 at 8:03 AM
Subject: AMC Media Agreement
To: Karen Doane <karen.doane@gmail.com>

Karen

Good Morning

pls find attached our Agreement as discussed. Would you kindly execute it and return by fax or email today

I look forward to continuing to work with you to achieve a successful outcome for you.

Cheers, Anthony

Please acknowledge this email.

Regards,

Anthony McClellan
AMC Media
Mobile: [REDACTED]
BT Tower, Level 32/1 Market St.
Sydney, Australia.
www.amcmmedia.com.au

You can Skype me @ anthonymc or call my Skype number [REDACTED]

[REDACTED] Karen Doane 14April12.doc
207K

AMCMEDIA

Strategic Media Management
Issues Management & Media Training

THE
REPUTATION PROTECTION
COMPANY

Phone: [REDACTED]
Fax: 02-8078 6006
BT Tower
Level 32/1 Market St, Sydney
PO Box 1188 Mona Vale
Sydney NSW 2103
www.amcmedia.com.au
anthonymc@gmail.com

Karen Doarie
Saturday, 14 April, 2012

Dear Karen

Thank you for your invitation to submit a Proposal to provide Strategic Advice Services to you concerning your employment and other issues.

Kind Regards

Anthony McClellan

Agreement

Parties

Karen o'Dare (KD) & AMC Media (AMC)

A Services

AMC will provide the following strategic advisory services to KD:

1. Research in-depth the issues involved with your employment and other issues.
2. Advise on an issues management and media management strategy that prosecutes the most positive case for your position.
3. Act as a contact point for the media.
4. Create and distribute media releases as required.
5. Advise generally on KD's dealings with the media and other key stakeholders to ensure there is a coordinated approach to the overall management of the issues involved.
6. Provide tactical, strategic and media advice concerning KD's issues as required.
7. Liaise with KD's advisers, and any external authorities, to ensure a coordinated approach to the management of the issues.

B Period & Budget

1. This Agreement starts Saturday, 14 April, 2012 and will progress on continuing basis until the resolution of the matter.
2. This Agreement may be terminated by either party by giving 6 weeks notice in writing. If the Agreement is so terminated prior to the resolution of the matter, then all fees will become due and payable within 10 days.
3. Within 7 days of the Resolution/Settlement of the matter, or final legal decision, a fee will be paid to AMC on the basis of the hours worked and invoiced.

4. The hourly rate is \$550 (plus gst)
5. All out-of-pocket expenses (travel/accommodation etc) are also billable.

D.

The terms of this Agreement are commercial in confidence and cannot be disclosed to third parties without the express written permission of both parties.

If these terms are satisfactory, please sign below to signify acceptance and return to AMC Media.

Karen Doane

Anthony McClellan
AMC Media



Karen Doane <karendoane@gmail.com>

Fwd: AMC Media Agreement PRIVATE & CONFIDENTIAL
message

From: Anthony McClellan <anthonymcc@gmail.com>
Date: Sun, Apr 15, 2012 at 9:04 AM
Subject: AMC Media Agreement PRIVATE & CONFIDENTIAL
To: Karen Doane <karendoane@gmail.com>

karen

As discussed this private email confirms our discussion that I will be billing you based on hours worked, however the fees are on a deferred basis, which means that I will be seeking my fees from the other side with the successful outcome of your case.

As agreed, pls keep this email Confidential.

Cheers Anthony

Please acknowledge this email:

Regards

Anthony McClellan
AMC Media
Mobile: [REDACTED]
BT Tower Level 32/1 Market St.
Sydney, Australia
www.amcmedia.com.au

You can Skype me @ anthonymcc or call my Skype number: [REDACTED]

Karen L Doane

[REDACTED]
Australia USA

Skype: karendoane



Karen Doane <karendoane@gmail.com>

communication

From: Karen Doane <karendoane@gmail.com>
Date: Sun, Apr 15, 2012 at 9:16 AM
Subject: Re: communication
To: Anthony McClellan <anthonymcc@gmail.com>

Good morning!

I've had another look at the land travel FOI and nothing stands out to me. While those who have diaries and other knowledge of Peter's movements during that time may see something different, there is nothing glaringly obvious.

I've not seen anything on Google alerts re Peter so hopefully everything is still locked down in terms of News Ltd.

Cheers
Karen

Sent from Karen's iPhone

On 14/04/2012, at 6:55 PM, Anthony McClellan <anthonymcc@gmail.com> wrote:

> hi Karen
> thx you for yr eml... pls do NOT communicate with me via yr official email. pls use yr gmail...pls
confirm
>
> Cheers Anthony
> Anthony McClellan
> AMC Media
> Mob: [REDACTED]
> www.amcmedia.com.au
> BT Tower
> Level 32/ 1 Market St.
> Sydney Australia

Karen L Doane

[REDACTED]
Australia USA

689

Skype: karendadhe



Karen Doane <karendoane@gmail.com>

communication

From: Anthony McClellan <anthonymcc@gmail.com>
Date: Sun, Apr 15, 2012 at 9:21 AM
Subject: Re: communication
To: Karen Doane <karendoane@gmail.com>

thks karen.

the flag story ran very small on p13, not a problem
did you get my other email this AM?

Cheers Anthony

Please acknowledge this email.

Regards,

Anthony McClellan
AMC Media
Mobile: [REDACTED]
BT Tower Level 32/1 Market St
Sydney, Australia.
www.amcmmedia.com.au

You can Skype me @ anthonymcc or call my Skype number [REDACTED]

On 15/04/2012, at 9:16 AM, Karen Doane wrote:

Good morning!

I've had another look at the land travel FOI and nothing stands out to me. While those who have diaries and other knowledge of Peter's movements during that time may see something different, there is nothing glaringly obvious.

I've not seen anything on Google alerts re Peter so hopefully everything is still locked down in terms of NewsCorp.

Cheers,
Karen

Sent from Karen's iPhone

On 14/04/2012, at 6:55 PM, Anthony McClellan <anthonymcc@gmail.com> wrote:

Hi Karen

thik you for yr email...pls do NOT communicate with me via yr official email, pls use yr gmail... pls confirm

Cheers, Anthony.

Anthony McClellan
AMC Media
Mob: [REDACTED]
www.amcmedia.com.au
BT Tower
Level 32/ 1 Market St
Sydney Australia

Karen L. Doane

[REDACTED]
Australia USA

C Skype: karendoane



Karen Doane <karendoane@gmail.com>

Re: AMC Media Agreement PRIVATE & CONFIDENTIAL

Karen Doane <karendoane@gmail.com>
To: Anthony McClellan <anthonymcc@gmail.com>

Sun, Apr 15, 2012 at 10:23 AM

Hello Anthony
Thank you for your email.
As discussed, I agree to the terms of our discussion included within your private and confidential email below.
Kind regards,
Karen Doane

On Sun, Apr 15, 2012 at 9:04 AM, Anthony McClellan <anthonymcc@gmail.com> wrote:
karen

As discussed this private email confirms our discussion that I will be billing you based on hours worked. However the fees are on a deferred basis, which means that I will be seeking my fees from the other side with the successful outcome of your case.

As agreed, pls keep this email Confidential.

Cheers Anthony.

Please acknowledge this email.

Regards
Anthony McClellan
AMC Media
Mobile: [REDACTED]
BT Tower Level 32/1 Market St
Sydney, Australia
www.amcmmedia.com.au

You can Skype me @ anthonymcc or call my Skype number [REDACTED]

Karen L. Doane

[REDACTED]
Australia USA

693

Skype: karendogne



Karen Doane <karendoane@gmail.com>

Mobile please

From: Karen Doane <karendoane@gmail.com>
Date: Sun, Apr 1, 2012 at 10:18 PM
Subject: Mobile please
To: James Ashby <james@newimage.com.au>

When you get a chance, please send thru Matt's mobile number to me. I want to text him to ensure he received my resume.)

Thanks and see you in the office soon.

Sent from Karen's iPhone.



Karen Doane <karendoane@gmail.com>

email address please

From: Karen Doane <karendoane@gmail.com>
Date: Sun, Apr 1, 2012 at 11:14 PM
Subject: email address please
To: James Ashby <james@newimage.com.au>

Hi again
I tried Mal's email of Mal.Brough1@bigpond.com and it was rejected/returned. Do you have
another email address for him perhaps?
Thanks

Karen L. Doane

[REDACTED]
Australia USA

Skype: karendoane



Karen Doane <karendoane@gmail.com>

Fwd: Resume attached

Karen Doane <karendoane@gmail.com>
To: James Ashby <james@newimage.com.au>

Mon, Apr 2, 2012 at 11:03 AM

FYI:

Sent from Karen's iPhone.

Begin forwarded message:

From: "Mal Brough" <mal.brough2@bigpond.com>
Date: 2 April 2012 9:43:59 AM AEST
To: "Karen Doane" <karendoane@gmail.com>
Subject: RE: Resume attached

Thanks Karen,

I will do my best.

Cheers,

Mal

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Monday, 2 April 2012 9:04 AM
To: Mal.Brough2@bigpond.com
Subject: Resume attached

Hello Mal,

It was a pleasure to finally meet you on Friday, albeit under unfortunate circumstances.

As discussed, I have attached an updated resume for the Queensland LNP Government's consideration. I have also provided this to Andrew Powell.

You may note I have considerable experience and passion for sport, which could make me a valuable asset to Steve Dickson's Ministerial team, one that I would thoroughly enjoy and embrace.

If there is anything further you require, please do not hesitate to contact me on the number indicated below or via this email. I appreciate your consideration of my interest in serving the LNP in government.

Kind regards,

Karen

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Karen L. Daarie

Australia

119



Karen Doane <karendoane@gmail.com>

FW: Media Inquiry - The Australian

Doane, Karen (P. Slipper, MP) <Karen.Doane@aph.gov.au> Mon, Apr 2, 2012 at 4:01 PM
To: Karen Doane <karendoane@gmail.com>, James Ashby <james@newmailmsg.com.au>

FYI

From: Doane, Karen (P. Slipper, MP)
Sent: Friday, 23 March 2012 7:40 PM
To: Slipper, Peter (Private)
Subject: Fwd: Media Inquiry - The Australian

Peter

This response was sent after you sent thru your desire to agree with Chris' response and was meshed with your response.

I sent an email to you, Chris and James confirming I was sending the reply, along with my displeasure in the proposed response. Below is the email I sent to Nic.

I am not responsible for James, nor do I know what his movements were today or most days. I do not feel it is appropriate to keep receiving phone calls regarding his movements. I have my phone on as my son is at a dance.

I hope this email will conclude your concern over the issue with The Australian.

Have a good night and safe travels tomm.

Regards

Karen

Sent from Karen iPhone

Begin forwarded message:

From: "Doane, Karen (P. Slipper, MP)" <Karen.Doane@aph.gov.au>
Date: 23 March 2012 6:22:54 PM AEDT
To: "Christensen, Nic" <christensen@theaustralian.com.au>
Subject: Re: Media Inquiry - The Australian

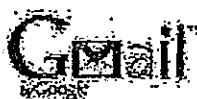
Hi Nic

My sincere apologizes for your being unable to meet your deadline due to my late reply.

As mentioned, I am unwell and was unable to follow through as I would normally do.

I have received the following response from the Speaker, "I have said all that I have to say on the subject in my Media Release."

Kind regards
Karen Doane
Via iPhone



Karen Doane <karendoane@gmail.com>

Media Email

James Ashby <james@newimage.com.au>
To: Karen Doane <karendoane@gmail.com>

Mon, Apr 2, 2012 at 7:45 PM

I have to say, he is truly painful! What sort of question is that relating to the response you sent today to the Jumo? He is growing more and more pathetic! I'm not even prepared to email him back because my response wouldn't be very nice.

I can see the light. Each day we get closer to the light.)

James Ashby

Karen Doane <karendoane@gmail.com>
To: James Ashby <james@newimage.com.au>

Mon, Apr 2, 2012 at 8:19 PM

Thanks and yes he is growing more and more paranoid.

Thankfully I went on a 40 minute run so I feel peaceful, plus I looked at it from a distance instead of reacting which is what I think he wanted me to do - silly men indeed.

The sun will shine brightly when the truth is revealed. Of this I am certain, and is what I remember to keep me going.)

Sent from Karen's iPhone



Karen Doane <karendoane@gmail.com>

Fwd: Steve Lewis

From: Doane, Karen (P. Slipper, MP) <Karen.Doane@aph.gov.au>
Date: Mon, Apr 9, 2012 at 10:37 AM
Subject: Fwd: Steve Lewis
To: Karen Doane <karendoane@gmail.com>

Sent from Karen's iPhone

Begin forwarded message:

From: "Doane, Karen (P. Slipper, MP)" <Karen.Doane@aph.gov.au>
Date: 21 March 2012 8:59:53 PM AEDT
To: "Slipper, Peter (Private)" <slipperp@aph.gov.au>
Cc: "Ashby, James (P. Slipper, MP)" <James.Ashby@aph.gov.au>
Subject: Re: Steve Lewis

Much appreciated and honoured to work with both of you:-)

Sent from Karen's iPhone

On 21/03/2012, at 8:45 PM, "Slipper, Peter (Private)" <slipperp@aph.gov.au> wrote:

Karen has handled this matter in a superlative manner.

From: Ashby, James (P. Slipper, MP)
Sent: Wednesday, March 21, 2012 04:54 PM
To: Doane, Karen (P. Slipper, MP); Slipper, Peter (Private)
Subject: RE: Steve Lewis

Love it! You've backed him into a corner and he has no where further to go. Looks like he's pissed off

From: Doane, Karen (P. Slipper, MP)
Sent: Wednesday, 21 March 2012 4:02 PM
To: Slipper, Peter (Private); Ashby, James (P. Slipper, MP)
Subject: Steve Lewis

Hello

Steve Lewis has left me a message saying he will no longer be sending me emails and is clearly unhappy. I feel no obligation to speak to him but I want to be assured I am not a victim of his attacks so unsure what can be done.

Would appreciate your thoughts on the way forward as he is a muck-raker and I do not need him to go

after me in any way as you can imagine.

Thanks

Kind regards

Karen Doane

Media Adviser

The Hon Peter Slipper MP - Federal Member for Fisher

Speaker of the House of Representatives

Electorate Office - Phone: 07 5444 4888 Fax: 07 5452 6655

The Cartwright Centre, cnr Nindin Way & Point Cartwright Drive, Buddina 4575

PO Box 1224, Buddina 4575

Canberra Office - Phone: 02 6277 4000 Fax: 02 6277 2050

Suite RG44 Parliament House, Canberra 2600

www.peterslippermp.com.au

@PeterSlipperMP on Twitter

IMPORTANT

This transmission is intended only for the use of the addressee and may contain confidential or legally privileged information. If you are not the intended recipient, you are notified that any use or dissemination of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone on 07 5444 4888 and delete all copies of this transmission together with any attachments. Please consider the environment before printing this email.

Karen L. Doane

[REDACTED]
Australia USA

Skype: kariendoane



Karen Doane <karendoane@gmail.com>

Bitti from the SCI

From: Karen Doane <karendoane@gmail.com>
To: James Ashby <james@newalimage.com.au>

Tue, Apr 10, 2012 at 8:30 PM

Just a few reminders:

Please forward any/all emails from Peter and/or Inge (she is complicit) to you're me.

Please forward the text messages from Peter/Inge're me, especially lately w regards to my being ill.

Most of all, remember you are in charge of this so don't be rushed or pushed; speak your truth and as the saying goes - it will set you free!!

You are courageous my friend !!

Sent from Karen's iPhone

From: James Ashby <james@newalimage.com.au>
To: Karen Doane <karendoane@gmail.com>

Tue, Apr 10, 2012 at 11:31 PM

Hey Karen

I had a good search through the email logs and unfortunately the email which outlined you'd done a superlative job has been deleted from my deleted box. I know it was a good email to have, but I can honestly state I did receive that email and read the comment.

I'm sorry I couldn't dig it up.

James Ashby
 [Quoted text hidden]

From: Karen Doane <karendoane@gmail.com>
To: James Ashby <james@newalimage.com.au>

Wed, Apr 11, 2012 at 5:34 AM

Hi James

Thanks for checking :). I found it and have it for myself.

Sent from Karen's iPhone



Karen Doane <karendoane@gmail.com>

Fwd: Have spoken to Cathy

James Ashby <james@newaimage.com.au>
To: Karen Doane <Karendoane@gmail.com>

Tue, Apr 10, 2012 at 11:32 PM

I thought you'd be interested to see Chris' response to my email regarding Cathy. She'd hate Chris for stating this in an email about me being her superior. That's never how I've treated her, but she'd hate reading that.

James Ashby

Begin forwarded message:

From: "Ashby, James (P. Slipper, MP)" <James.Ashby@aph.gov.au>
Subject: FW: Have spoken to Cathy
Date: 10 April 2012 11:21:46 PM AEST
To: "james@newaimage.com.au" <james@newaimage.com.au>

From: Paterson, Chris (P. Slipper, MP)
Sent: Monday, April 09, 2012 8:37 PM
To: Ashby, James (P. Slipper, MP)
Subject: Re: Have spoken to Cathy

James:

Not a lot that we can do for the time being, she will have to chill until everyone is back on board. She should focus on learning the EO stuff until then - for the time being you are her supervisor.

Chris

----- Original Message -----

From: Ashby, James (P. Slipper, MP)
Sent: Thursday, April 05, 2012 08:49 AM
To: Paterson, Chris (P. Slipper, MP)
Subject: RE: Have spoken to Cathy

All good mate. We're all trying to give her a warm welcome, but she's building brick walls every day.

----- Original Message -----

From: Paterson, Chris (P. Slipper, MP)
Sent: Thursday, 5 April 2012 8:19 AM
To: Ashby, James (P. Slipper, MP)
Subject: RE: Have spoken to Cathy

I have never met her so I do not know anything about her - it all sounds a bit odd. I told her to relax and that there was not much assistance that I can provide until I get back from leave. I daresay that she is confused because she does not know anything and Peter, Tim and I are away

- Bad time to start new people. My internet access is running at 9.0 mbps which is fun.

Chris

Original Message
From: Ashby, James (P-Slipper, MP)
Sent: Wednesday, 4 April 2012 4:47 PM
To: Paterson, Chris (P-Slipper, MP)
Subject: RE: Have spoken to Cathy

She's just about pissed every person in the office off within 3 days of being here. She questioned my visit to the lawyers today with Karen to Michelle. When I asked her if there was any issues, she told me she wouldn't be bullied. I simply corrected her and told her it was just a question and had nothing to do with bullying. Very bizarre behaviour from someone so new! There's a lot of uncomfortable questions being asked of all the staff and everyone's a little uneasy.

Enjoy Byron. Don't go swimming outside the flags. We don't want to read "Speakers Staff drown".

Take care,
James



Karen Doane <karenndoane@gmail.com>

Hey

From: James Ashby <james@newalimage.com.au>
Date: Fri, Apr 13, 2012 at 3:11 PM
Subject: Hey
To: Karen Doane <karenndoane@gmail.com>

Hey Karen

Anthony said Steve Lewis has given him fair warning that tomorrow they're releasing the FOI stories. Not great timing cause Peter will be nagging you to fix it grrrrr.

I'll have a chat to you when I get my phone back. I can't believe how boring my life is without a phone! I keep reaching for it, like an alcoholic reaches for a bottle. I feel lost without it.

OK, chat soon
Stay strong and be positive. I'm trying to stay joyful. It works 80% of the time :)

James



Karen Doane <Karenndoane@gmail.com>

Today

From: Doane, Karen (P. Slipper, MP)
Sent: Monday, April 16, 2012 08:36 AM
To: Ellis, Michelle (P. Slipper, MP); Slipper, Peter (Private); Paterson, Chris (P. Slipper, MP);
Ashby, James (P. Slipper, MP); Weaver, Natalia (P. Slipper, MP)
Cc: Karen Doane <Karenndoane@gmail.com>
Subject: today

Hi team,

I've had a good run of work from 5 am this morning but I now have a terrible headache (prob from meds) that isn't letting me drive. I'll need to continue to work from home as I have the past week.

Given the Steve Lewis stories today, I'm keeping a close watch on any developments and also crafting a Twitter response now.

The media phone is on (and quiet) so call if you need anything. My guess is this will blow over like the SCD stories.

Have a good day!

Cheers,
Karen

Sent from Karen's iPhone



Karen.Doane <karen.doane@gmail.com>

Fwd: Today

Doane, Karen (P. Slipper, MP) <Karen.Doane@aph.gov.au>

Mon, Apr 16, 2012 at 6:15

PM

To: Karen.Doane <karen.doane@gmail.com>; James Ashby <james@newimage.com.au>

Sent from Karen's iPhone.

Begin forwarded message:

From: "Slipper, Peter (Private)" <slipperp@aph.gov.au>
Date: 16 April 2012 4:46:58 PM AEST
To: "Doane, Karen (P. Slipper, MP)" <Karen.Doane@aph.gov.au>
Subject: Re: Today

Thanks

----- Original Message -----

From: Doane, Karen (P. Slipper, MP)
Sent: Monday, April 16, 2012 04:24 PM
To: Slipper, Peter (Private)
Cc: Karen Doane <karen.doane@gmail.com>; Paterson, Chris (P. Slipper, MP); Ellis, Michelle (P. Slipper, MP)
Subject: Re: Today

Hi Peter

Thank you your email.

I appreciate it is not easy for you not to have me in the office while I am sick, however under doctor's instruction I have been asked to not yet return.

As a professional who values my job, I have continued to keep continuity in my role by promptly answering emails and calls from media, you and other staff, monitoring online, tv and print media, and then actioning what is required.

I will submit my sick leave form to Michelle as previously done and instructed by you, along w my medical certificate. I will not however put my health at risk by returning sooner than advised to do so. I'm sure you can appreciate this directive to me.

Again, I appreciate this is not best case scenario for you but please know I will continue to do my best until I am able to return to the office.

Have a lovely evening/breakfast/lunch wherever you are today!!

Cheers,
Karen

Sent from Karen's iPhone

On 16/04/2012, at 1:44 PM, "Slipper, Peter (Private)" <slipperp@aph.gov.au> wrote:

Thanks Karen

Can you please get back to working in the office as soon as possible as working away from the office (while better than not working at all) is very much a second best option.

I thought you were sick last week tho taking some calls.

Can you please let me have a form for that part of the week you were sick? Thanks.

-----Original Message-----

From: Doane, Karen P. [Slipper, MP]

Sent: Monday, April 16, 2012 08:35 AM

To: Ellis, Michelle (P Slipper, MP); Paterson, Chris (P Slipper, MP);
Ashby, James (P Slipper, MP); Weaver, Natalia (P Slipper, MP)

Cc: Karen Doane <karenndoane@gmail.com>

Subject: Today

Hi team

I've had a good run of work from 5 am this morning but I now have a terrible headache (prob from meds) that isn't letting me drive. I'll need to continue to work from home as I have the past week.

Given the Steve Lewis stories today, I'm keeping a close watch on any developments and also drafting a Twitter response now.

The media phone is on (and quiet) so call if you need anything. My guess is this will blow over like the SCD stories.

Have a good day!

Cheers

Karen

Sent from Karen's iPhone



Karen Doane <karenndoane@gmail.com>

Fwd: Next two days

From: Doane, Karen (P-Slipper, MP) <Karen.Doane@aph.gov.au>
Date: Tue, Apr 17, 2012 at 9:15 AM
Subject: Next two days
To: "Slipper, Peter (Private)" <slipperp@aph.gov.au>; "Ellis, Michelle (P-Slipper, MP)" <Michelle.Ellis@aph.gov.au>; "Paterson, Chris (P-Slipper, MP)" <Chris.Paterson@aph.gov.au>; "Ashby, James (P-Slipper, MP)" <James.Ashby@aph.gov.au>; James Ashby <james@newimage.com.au>
Cc: Karen Doane <karenndoane@gmail.com>

Hello team

My doctor has advised I am not to return to work for at least the next two days. I will continue to monitor media and staff requests as well as action what I can from home just as I have been doing since my being away unwell.

Please call me on the media phone or email if there is something you need actioned.

Thank you all for your understanding and patience.

Cheers
Karen

Sent from Karen's iPhone



Karen Doane <karendoane@gmail.com>

Fwd: Is Karen away?

From: James Ashby <james@newalimage.com.au>
Date: Tue, Apr 17, 2012 at 10:49 AM
Subject: Fwd: Is Karen away?
To: Karen Doane <Karendoane@gmail.com>

James Ashby

Begin forwarded message:

From: "Ashby, James (P. Slipper, MP)" <James.Ashby@aph.gov.au>
Subject: FW: Is Karen away?
Date: 17 April 2012 10:34:56 AM AEST
To: "james@newalimage.com.au" <james@newalimage.com.au>

Original Message

From: Ashby, James (P. Slipper, MP)
Sent: Saturday, 24 March 2012 12:55 AM
To: Slipper, Peter (Private)
Subject: RE: Is Karen away?

No Karen is away sick today. I was told when I reached the EO by one of the guys.

From: Slipper, Peter (Private)
Sent: Friday, March 23, 2012 3:35 PM
To: Ashby, James (P. Slipper, MP)
Subject: Is Karen away?

Haven't had a note this mom to effect she was not coming in? Is she in?



Karen Doane <karendoane@gmail.com>

Fwd: cab dockets

James Ashby <james@newalimage.com.au>
To: Karen Doane <karendoane@gmail.com>

Fri, Apr 27, 2012 at 8:55 AM

James Ashby

Begin forwarded message:

From: Anthony McClellan <anthonymcc@gmail.com>
Subject: cab dockets
Date: 27 April 2012 8:35:31 AM AEST
To: James Ashby <james@newalimage.com.au>
Cc: Michael Harmer <michael.harmer@harmers.com.au>

James

take a look @ these pls

Cheers Anthony

Please acknowledge this email.

Regards

Anthony McClellan

AMC Media

Mobile: [REDACTED]

B1, Lower Level 32/1 Market St.
Sydney, Australia.
www.amcmmedia.com.au

You can Skype me @ anthonymcc or call my Skype number [REDACTED]

2012-26 April Statement by the Speaker of the House of Representatives.pdf
2822K

Email exchanges between Mal Brough and Karen Doane - 02 Feb thru 27 April 2012

Karen Doane <karendoane@gmail.com>
To: Mal.brough2@bigpond.com

Tue, Apr 10, 2012 at 10:28 AM

Just an F/F from Peter re my sick leave. He is clearly unhappy with my absence and I believe looking at a way to let me go.

Forwarded message
 From: Slipper, Peter (Private) <slipper@aph.gov.au>
 Date: 2012/4/10
 Subject: Re: Tuesday 10 April
 To: Doane, Karen (P_Slipper, MP) <Karen.Doane@aph.gov.au>; Ellis, Michelle (P_Slipper, MP) <Michelle.Ellis@aph.gov.au>; Ashby, James (P_Slipper, MP) <James.Ashby@aph.gov.au>; Weaver, Natalia (P_Slipper, MP) <Natalia.Weaver@aph.gov.au>; Paterson, Chris (P_Slipper, MP) <Chris.Paterson@aph.gov.au>; Knapp, Tim (P_Slipper, MP) <Tim.Knapp@aph.gov.au>
 Cc: karendoane@gmail.com <karendoane@gmail.com>

Thanks Karen

Please keep me informed and best wishes for recovery. The amount of time off is becoming a challenge for the office but hopefully your doctor will okay your working this week. Cheers Peter

Original Message

From: Doane, Karen (P_Slipper, MP)
 Sent: Tuesday, April 10, 2012 08:07 AM
 To: Ellis, Michelle (P_Slipper, MP); Ashby, James (P_Slipper, MP); Weaver, Natalia (P_Slipper, MP); Slipper, Peter (Private); Paterson, Chris (P_Slipper, MP); Knapp, Tim (P_Slipper, MP)
 Cc: Karen Doane <karendoane@gmail.com>
 Subject: Tuesday 10 April

Hello all

I will not be at work today. I am going to see my doctor again this morning and will advise of my ability to work for the remainder of the week after my visit.

Regards
 Karen

Karen L. Doane

Mal Brough <mal.brough2@bigpond.com>
 To: Karen Doane <karendoane@gmail.com>

Tue, Apr 10, 2012 at 7:30 PM

How did it go today Karen?

Karen Doane <karendoane@gmail.com>
 To: Mal Brough <mal.brough2@bigpond.com>

Tue, Apr 10, 2012 at 8:35 PM

Hi Mal,

Today went reasonably well and I believe James understood he needs to follow the legal advice to have all of his facts sighted and deposition taken (tomm) before it goes to press. This ensures there are no legalities breached, which is very important for a solid case!

I think Steve Lewis would agree another day of waiting to ensure everything is as it should be is worth it.

Cheers,
Karen

Sent from Karen's iPhone

Karen Doane <karendoane@gmail.com>
To: Mal.Brough2@bigpond.com

Tue, Apr 10, 2012 at 10:22 AM

Hello Mal

Please find attached my resume for consideration by Mr Palmer for a position at the Coolum Golf and Spa Resort.

As I mentioned this morning, I am pressed for time as I have an appointment in Brisbane so I've been unable to attach a relevant cover letter, which I'm happy to provide later this evening if required.

Thank you again for your support and wisdom. It is a pleasure knowing you.
Kind regards
Karen

Karen L Doane

Karen L Doane Resume.pdf
908K

Karen Doane <karendoane@gmail.com>
To: Mal.Brough1@bigpond.com
Bcc: Karen Doane <karendoane@gmail.com>

Sun, Apr 1, 2012 at 11:09 PM

Hello Mal

It was a pleasure to finally meet you on Friday, albeit under unfortunate circumstances. As discussed, I have attached an updated resume for the Queensland LNP Government's consideration. I have also provided this to Andrew Powell.

You may note I have considerable experience and passion for sport, which could make me a valuable asset to Steve Dickson's Ministerial team, one that I would thoroughly enjoy and embrace.

If there is anything further you require, please do not hesitate to contact me on the number indicated below or via this email. I appreciate your consideration of my interest in serving the LNP in government.

Kind regards
Karen

Karen L Doane

[REDACTED] Australia

[Karen L Doane Resume Queensland LNP Government.pdf](#)
286K

Karen Doane <karendoane@gmail.com>
To: Mal.brough2@bigpond.com
Cc: Karen Doane <karendoane@gmail.com>

Mon, Apr 2, 2012 at 7:42 AM

Hello Mal:
It was a pleasure to finally meet you on Friday, albeit under unfortunate circumstances.
As discussed, I have attached an updated resume for the Queensland LNP Government's consideration. I have also provided this to Andrew Powell.
You may note I have considerable experience and passion for sport, which could make me a valuable asset to Steve Dickson's Ministerial team, one that I would thoroughly enjoy and embrace.
If there is anything further you require, please do not hesitate to contact me on the number indicated below or via this email. I appreciate your consideration of my interest in serving the LNP in government.
Kind regards,
Karen.

Karen L Doane

[REDACTED] Australia

Karen L Doane

[REDACTED]
Australia USA

Skype: karendoane

[Karen L Doane Resume Queensland LNP Government.pdf](#)
286K

Karen Doane <karendoane@gmail.com>
To: Mal.Brough2@bigpond.com

Mon, Apr 2, 2012 at 9:03 AM

(Caused by redaction)
Karen L Doane

[REDACTED]
Australia-USA

Skype: karendoane

✉ Karen L Doane Resume Queensland LNP Government.pdf
286K

Mal Brough <mal.brough2@bigpond.com>
To: Karen Doane <karendoane@gmail.com>

Mon, Apr 2, 2012 at 9:43 AM

Thanks Karen,

I will do my best.

Cheers,

Mal

From: Karen Doane [mailto:karendoane@gmail.com]
Sent: Monday, 2 April 2012 9:04 AM
To: Mal.Brough2@bigpond.com
Subject: Resume attached

[Quoted text hidden]

Karen Doane <karendoane@gmail.com>
To: James Ashby <james@newimage.com.au>

Mon, Apr 2, 2012 at 11:03 AM

FYI

Sent from Karen's iPhone

Begin forwarded message:

From: "Mal Brough" <mal.brough2@bigpond.com>
Date: 2 April 2012 9:43:59 AM AEST
To: "Karen Doane" <karendoane@gmail.com>
Subject: RE: Resume attached

[Quoted text hidden]

Karen Doane <karendoane@gmail.com>
To: James Ashby <james@newimage.com.au>

Mon, Apr 2, 2012 at 2:54 PM

Hi James,

My resume should be attached now.:)

[Quoted text hidden]

Karen L Doane Resume Queensland LNP Government [pol] 288K

Mal Brough <mal.brough2@bigpond.com>
To: Karen Doane <karenndoane@gmail.com>

Mon, Apr 2, 2012 at 5:47 PM

Karen,

I have forwarded your resume and received a confirmation so let's hope you get a call soon. If not let me know and I will explore other options.

Cheers,

Mal

From: Karen Doane [mailto:karenndoane@gmail.com]
Sent: Monday, 2 April 2012 9:04 AM
To: Mal.Brough2@bigpond.com
Subject: Resume attached

Hello Mal

[Quoted text hidden]
[Quoted text hidden]

Karen Doane <karenndoane@gmail.com>
To: Mal Brough <mal.brough2@bigpond.com>

Tue, Apr 3, 2012 at 6:14 AM

Hi Mal

Thank you very much and fingers crossed!

Cheers
Karen

Sent from Karen's iPhone
[Quoted text hidden]

Karen Doane <karenndoane@gmail.com>
To: Brad Button <brad.button@farmers.com.au>

Tue, Jun 19, 2012 at 9:50 AM

Forwarded message:
From: Karen Doane <karenndoane@gmail.com>
[Quoted text hidden]

Karen L Doane

Australia USA

Skype: karendoane

Karen L Doane Resume Queensland LNP Government.pdf
285K

KAREN L DOANE

karendoane@gmail.com

Objective

To utilise my experience and passion for Media, Brand and PR in a role to promote Coolum Golf and Spa Resort as a premier experience on the Sunshine Coast.

Tertiary Qualifications and Awards

Dual Bachelor of Arts Degree

Communications/Journalism and Social Science

Masters work in

Public Relations/Broadcast

University of Southern California (USC)
Los Angeles California USA

1991



Sports Emmy Nominations - Associate Producer 2007, 2009, 2010

RELEVANT COURSES AND TRAINING

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Media Training • Sales and Marketing Workshops • Social Media Marketing and PR • SEO Content Writing • Creative Writing • Digital Design Concepts • Broadcast Journalism | <ul style="list-style-type: none"> • Social Media Marketing • Print Layout and Design • Film Production and Editing • Graphic Design • Cultural Awareness • Conflict Resolution • Team Building Management |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SKILLS AND ABILITIES

- Experience in regional, domestic and International tourism PR and marketing
- Firm understanding of the tourism sectors
- Excellent networking and personal skills
- Comprehensive and well-developed communications skills
- Excellent knowledge of the online environment and digital marketing
- Organised with excellent time management skills
- Extensive journalist and media experience
- On-time and on-budget quality project management
- Sponsorship and Affinity product negotiation skills and management
- Events management

PROFESSIONAL EXPERIENCE

Media Adviser

Member for Fisher, Speaker of the House
Buddina QLD and Canberra ACT.

Nov 21 2011 - present

Reports to: Peter Slipper

Primary Duties and Responsibilities

- Engage, advise and respond on behalf of the Member/Speaker on all levels of media, communications and PR at local, state and national levels.
- Manage the creation, development and implementation of media opportunities to showcase the achievements of the Member for the Sunshine Coast across all markets.
- Crisis communication media strategy, management and implementation.
- Produce, advise and distribute all media releases, speeches and various communications to targeted media and audiences.
- Manage, engage and advise on website content and digital media engagement.
- Create and distribute columns and articles for targeted electorate newspapers and online media.
- Coordinate media/interview requests; create talking points to include interesting and accurate facts.
- Assist in coordinating Electorate functions (e.g. citizenship ceremonies, community awards, community meetings) and maximise pre and post media opportunities.

Media, Communications and Destination Manager (09/10 – 11/11)
Sunshine Coast Destination Ltd
 Pacific Paradise, QLD 4564

Reports to: CEO

Supervise: Media and Communications Coordinator

Primary Duties and Responsibilities:

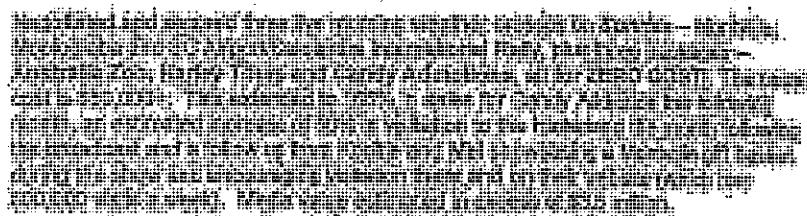
To provide the tourism industry on the Sunshine Coast Hinterland with marketing, media and promotional opportunities to enhance visitation to the region

- Manage all Corporate, Industry and Consumer Communications for Sunshine Coast Destination Ltd (SCDL)
- Assist in the creation, development and implementation of media opportunities to enhance the appeal of the Sunshine Coast across all markets
- Coordinate and meet with the Destination Advisory Panel (DAP) on a regular basis; providing agendas, updates and calendars of activity
- Develop and maintain relationships with key stakeholders to form working groups and integrate marketing strategies and initiatives through consistent communication
- Bring the Sunshine Coast's issues, concerns and opportunities to the SCDL team to integrate these with and coordinate similar objectives to strengthen the region brand offerings
- Make appointments and be in the Hinterland region on a regular basis, engaging with key stakeholders as well as experience the Hinterland's undiscovered offerings
- Communication and strategies to promote leveraging opportunities
- Work with Sunshine Coast Regional Council's Communications Team to extend the opportunities to promote the value of tourism on the Sunshine Coast to ratepayers and Councillors in region
- Maximise the Hinterland marketing annual budget of \$77,000 by leveraging opportunities and involvement with Southern and Central's marketing budgets of \$750,000 and \$850,000
- Integrate all operators west of the Bruce Highway within the Hinterland destination, transitioning those who previously were part of Caloundra or Maroochydore

- Maximise the promotional and media opportunities for the Hinterland region, integrating with the entire destination's offerings and travel itineraries
- Work with TQ's brand, marketing and publicity teams to inform and involve them with the experiences on the Hinterland
- Work with external PR/Communications agency to ensure corporate communication objectives were met and on budget
- Write concise and informative SCDL Board reports to highlight activity and achievements
- Develop and initiate a communications strategy for SCDL which includes industry updates, blasts, and opportunities through e-mail
- Develop a position description for a Media and Communications Coordinator to assist in all aspects of SCDL's corporate communications and media liaison and engagement

Some key achievements include:

- Secured the only episodes of the new series "Drive Thru Australia" for the Sunshine Coast, negotiating the cost from \$60,000 episode to a total of \$24,000 and included Tourism Noosa into the project for a \$5,000 contribution. The SC episodes were the premier shows, with 600,000 viewers each week, with 300,000 visits to the website and a media value of \$3.4 million in its initial airing, with over \$10 million for all three episodes, now in reruns.





- Recent annual visitation reports have seen numbers to the Hinterland nearly double over the previous five years, despite the QLD floods, which saw 100% cancellation rate for a six-week period in the new year.
- Successful pitch to *Better Homes and Gardens* to film not only three opens/closes with Johanna Griggs for their summer series, but also two segments on the Hinterland - one of the SCRC funded "Artists on the Green" project, as well as Kirsten Cash, a little known lantern maker who will also be featured in their magazine. Each episode has a viewership of 1.4 million each week, with the combined media value estimated around \$10 million. The total cost to SCDL is \$2,000.
- Built a strong relationship with TQ's newly formed Publicity and Communications team, further leveraging opportunities and costs for media opportunities and funds.
- Worked with Sunshine Coast Daily and PR/Communications agency to include "Talking Tourism" into the Business section of the SC Daily each week, allowing our CEO a weekly platform to state facts about SCDL's achievements and opportunities going forward.
- Acts as SCDL spokesperson during the absence or unavailability of the Chair or CEO, creating a positive persona for the organisation on and off camera.
- Initiated and developed a strong relationship with key freelance journalists, in particular Christina Pfeiffer, who is the preferred journalist for TQ publications, Escape and SMH among others. Through this relationship we have been able to have direct influence of content in the pieces, bypassing TQ.
- Negotiated a media/partnership rate with Channel 7 Queensland for the winter campaign, whereby our \$38,000-\$50,000 buy was leveraged to include advertising value of over \$200,000 and extended to our target QLD markets and regional NSW.
- Initiated and developed a Channel 7 QLD partnership proposal (in its final sign off stage), which lead to other media opportunities for the SC.
- Pitched and secured a live outside ½ hour broadcast on Channel TEN's "The 7PM Project" from Noosa, along with five Sunshine Coast activities for pre-recorded packages. Nightly viewership estimated around 650,000 and a media value of \$750,000- \$1 million.

- Coordinated the new Sunshine Coast Brand launch with TQ and oversaw and implemented all three functions plus media for the day, including venue, catering, signage, collateral, invitations and multimedia display - all within budget and with great attendance, including the first ever Sunshine Coast visit from then Tourism Minister Peter Lawlor.
- Coordinated all aspects of the first SCDL Industry function at Aussie World, including the launch of their new Giant Redback ride, under budget and with great attendance by industry and media.

**Media and Brand Manager
Tourism Tropical North Queensland
Cairns QLD**

2007 – 2010

Reports to: CEO

Supervise: Media Coordinator
Digital Editor
Domestic Marketing Manager (2009 – 2010),
External – Digital Project Manager
External – E-Marketing Consultants
External – Creative Agencies
All Marketing Teams' communication and collateral

Primary Duties and Responsibilities

To provide targeted, creative and consistent media and marketing messaging to enhance experience, product and brand awareness of Tropical North Queensland in order to increase its desirability and sales in major consumer markets;

- Assist in the creation, development and implementation of media opportunities to enhance the appeal of the destination across all markets.
- Management of all aspects of the destination's brand to ensure consistency throughout the team's communication and advertising. This included style, message consistency and product/imagery alignment and positioning. This encompassed traditional marketing mediums and digital/e-marketing environments while working with the TQ brand team.
- Brand and product awareness through strategic, targeted activities - advertising, media releases, e-newsletters, proactive public and community relations and promotional opportunities and media sponsorships.
- E-Marketing and website management:
 - Manage in-house Digital Editor and external consultants
 - Development and implementation of new consumer websites with brand, SEO-centric content writing, imagery and reciprocal "handshake" agreements.

- o Ongoing development and updates of all websites and micro sites to maximise marketing and social media opportunities and online visitation while ensuring consistent brand messaging.
- > Project management of all print, media and online requirements:
 - o Write, coordinate and edit copy and scripts
 - o Manage translation requirements
 - o Photographic and filming management
 - o Manage creative agencies as requirement for multiple markets
 - o Maintain consistent brand-centric messages
- > Advertisement management:
 - o Coordinate material and placement in print and electronic media
 - o Write, coordinate copy and imagery to maintain consistent branding in advertising and promotional material
 - o Develop and implement advertising strategies
 - o Evaluate effectiveness of advertising strategies
- > Annual media and brand marketing and strategic plan, including budget management
- > Write product copy for publications and trade distribution networks:

Some key achievements include:

Through my own media network of contacts, I was able to secure and facilitate in acquiring significant media value for the TTNQ region.

- * Example: "The Morning Show" - the first ever outside broadcast (OB) of their live, 2 ½ hour broadcast with 40+ cast and crew, aired to over 250,000 homes in Australia. Mitchell's estimated the media value of this to be \$2.3 million dollars of exposure. Cost was \$30,000 to TTNQ and partners



- * Example: "Sunrise" - for an entire week, negotiated and facilitated Grant Denyer and two friends to ride motorcycles from Cairns to the tip of Australia, a first for any TV crew to broadcast live. This week-long journey was the highest watched show in morning television history, bringing in over 7 million viewers on the final two days, and an estimated media value of \$20 million - all for TTNQ investment of \$3,300 plus one vehicle rental.



Example: "Qantas Welcome Aboard" – negotiated and facilitated the Qantas arrival video onboard all Qantas flights. This non-commercialised 15 minute episode will remain on Qantas flights for five – eight years and in the first year was estimated to be seen by over 5 million passengers. First year media value \$ 10 million from a \$10,000 investment from TNQ.



Example: "Miguel's Tropical Kitchen" – negotiated the entire series to be shot in TNQ. In the three months of initial airing it generated in excess of \$3 million of media value, aired in nine countries – all for an \$8,000 investment.



Example: "What is TNQ" roadshow – developed, created and executed an 18-day roadshow from Cairns to Melbourne with TNQ characters,

actors/performers, collateral and itinerary, plus a separate website and competition worth \$35,000. The roadshow was also partnered with the Starlight Foundation with visits and promotions at Children's hospitals in each capital city. Despite unseasonable flooding and "Black Sunday" fires in VIC, the roadshow saw website visitation of over 50,000 unique visitors in three weeks, had media value of over \$3 million and was seen by over 1.4 million Australians. The TTINQ investment was \$20,000 with the custom-made costumes still in use.

- Development of creative strategy and execution of TNQ's youth market brand - *Cairns Great Up Top, Fun Down Under*, which included a unique website, brand suite, collateral and media exposure in excess of \$2 million in one week of editorial coverage.
- Managed all aspects of new photography and 16:9 HD vision for the TNQ destination, focusing on market segmentation as well as key experiences such as adventure, drive, family, indigenous, romance, etc.
- Coordinated team building events for TTINQ staff in conjunction w Corporate Services Director.

Media and Promotions Manager
Quicksilver Group of Companies
Cairns QLD

2005 - 2007

Reporting to: Director of Sales and Marketing/ Managing Director

Quicksilver Group is Australia's leading Great Barrier Reef tourism operator, carrying over 400,000 passengers annually from international markets. Quicksilver Group companies include Quicksilver Connections, Great Adventures, Green Island Resort, The Silver Series and Pro Dive Cairns.

Primary Duties and Responsibilities

- To provide targeted, creative and consistent media and promotional opportunities to enhance the Quicksilver Group's appeal to consumers and local community of Tropical North Queensland in order to increase profile and sales in major consumer markets.
- Assist in the creation, development and implementation of media opportunities to enhance the appeal of the Group's products across all markets.
- Identify and implement events for the Group to improve the profile of the company locally as well as grow existing events to reach the visitor market (eg., Green Island Ocean Swim, Green Island Easter Egg Hunt, Green Island Family Fun Day, Quicksilver Christmas Appeal)
- Co-management of all aspects of destination branding to ensure consistency throughout the team, including style, message consistency and product/imagery positioning. This encompassed traditional marketing mediums and digital and e-marketing environments.

Some key achievements include:

- Created and organised niche event with the introduction of the *Green Island Ocean Swim*, now an annual event on the Australasian Ocean Swim event calendar as well as a second swim is included in the new Cairns Adventure Festival.
- Management of high profile events targeted at building trade and community relationships, including coordinating Quicksilver's involvement in the sponsored **Quicksilver Taste of Port** food and wine event at the annual *Port Douglas Carnival*.

Features editor, sports journalist and online webcasting specialist

**NBC Sports Producer for television special
World Triathlon Corporation (Hawaii Ironman)**

1999 - 2009

Ongoing contract to write feature stories about participants and locations for the Hawaii Ironman World Championship and its 22 international qualifying races around the world via live webcasting as well as their various websites and publications, including Triathlete, 220 and Lava magazine.

Primary Duties and Responsibilities

- Creation of one of the first online "blogs" for my personal Hawaii Ironman training diary in 1999 with 35,000 ~ 50,000 readers each week, with a culmination of over 250,000 unique readers for 12 days per, during and post event. This also translated to a television special with me on camera (with two other athletes) and went onto win three Sports Emmy's and is still the highest rated DVD of all time for the event.
- Write feature stories on athletes in their quest to participate in an Ironman triathlon
- Travel to race sites around the world and provide online content of the country, race site, features, calendars, imagery and live broadcasting of text, imagery and broadcast vision
- Media relations and sponsorship liaison with companies such as Gatorade, Reebok, Timex, Ford, Power Bar and General Foods
- Write and distribute media releases for off-site events

Some key achievements include:

- First female webcaster in the world to bring this technology live from countries around the world in 2000
- Television presenter in Hawaii with the "Ironman Minute" (five minutes) each week to promote the event statewide
- Created and coordinated a cross-country cycling event with six "Ironletes" across America in conjunction with the American Heart Association during Healthy Heart month. These "Ironletes" were all 70+ in age and road across America in 21 days to raise awareness of heart disease and the Ironman brand

- Television presenter and co-producer/writer for two-hour special on the history, people and events of the Hawaii Ironman shown around the USA.

**Location scout, Production assistant, Coordinator, WesCam producer,
Associate Producer**

NBC SPORTS & IRONMAN PRODUCTIONS

Kailua Kona Hawaii

1994 - 2009

Responsible to: Executive Producer – Peter Henning and Ken Murray/WTC
Executive Producer – Dick Ebersole/NBC Sports
Director – Billy Matthews/NBC Sports

Supervises: 14 Camera crews
20 Drivers/Spotters
Location permits and props

Primary Duties and Responsibilities:

- Coordinate local assistants to work with the television production crew to allow for seamless execution of filming during the week of shooting for the two-hour special and LIVE 18-hour broadcast
- Work with the Director and Executive Producer to ensure assigned stories are mapped and covered pre and during race day
- Access and coordinate the various drivers and spotters for the 14 cameras on the race course and helicopter, matching personalities and storyboard lists for each assignment
- Coordinate radio channels, location shots and "Plan B" and crisis communication strategies for the day's events
- Management of all aspects of location sites, permits, timelines and schedules, coordinating with athlete/sponsors/agents = 100+ people on race day
- Organise and supply all food and beverages for camera crew personnel (70 people); Monitor emerging issues and maintain a library of relevant media coverage
- Budget management

Some key achievements

- 2007 Winner – *Sports Emmy* as Associate Producer for "Best Edited Sports Special – Ironman 2006"
- 2007, 2009, 2010 Nominated – *Sports Emmy* as Associate Producer for "Best Edited Sports Special"

- Producer for WesCam operator who the Sports Emmy for "Best Camera Work" in 2006

Some notable additions to my resume in addition to the above mentioned include:

- Talent Liaison Manager for Dick Clark Productions for TV shows such as the Grammys, American Music Awards and Daytime Emmy's.
- Selected to personally escort Michael Jackson at the Grammy's and AMA's when he won for Thriller
- Keynote speaker at Ironman Malaysia for 3,000 people including the King and Queen, Sports Tourism Minister and government officials
- Guerrilla marketing coordinator for Reebok, GU, Gatorade, Fig Newtons
- MC at numerous events and live TV broadcasts
- Keynote speaker to the California State Government and debate on death penalty
- Designed and implemented the Crisis Communications and PR strategy for MGM Studios.
- Assistant to PR and Marketing Manager for KLOS Radio's promotions which won national awards
- Three-time World Champion in Outrigger Canoe Racing: 2000, 2001, 2004.
- Hawaii Ironman World Championship Finisher - 1999
- United States Female Windsurfing Champion 1980, 1981, 1982
- Single mom to two AMAZING children.
- American by Birth; Australian by Choice...I am blessed!

Referees:

Mr Rob Glasdon
CEO - Tourism Tropical North Queensland
51 The Esplanade, Cairns QLD 4870
E: rob.glasdon@ttqn.org.au
T: [REDACTED]

Mr Tony Baker
Managing Director - Quicksilver Group of Companies (Former Director of Sales/Marketing)
74 Sheridan Street, Cairns QLD 4870
E: Tony@quicksilverbgroup.com.au
T: [REDACTED]

Mrs Sonya Clarkson
Marketing and Brand Manager - Quicksilver Group of Companies
74 Sheridan Street, Cairns QLD 4870
E: Sonya@quicksilverbgroup.com.au
T: [REDACTED]

Mr John Duke
Director of Content - World Triathlon Corporation (WTC)
Publisher - Triathlete and Lava Magazines
Cardiff, California USA
E: johnduke@ironman.com

Mr Rob Perry
Senior Manager, US Communications (Former Director of PR/Communications for WTC)
GlaxoSmithKline
E: Robert.p.perry@ask.com



Karen.Doane<karendoane@gmail.com>

G'day Val - hoping you will agree to chat with me regarding Peter Slipper

From: Karen Doane <karendoane@gmail.com>
 Date: Fri, Mar 30, 2012 at 4:25 AM
 Subject: Re: G'day Val - hoping you will agree to chat with me regarding Peter Slipper
 To: James Ashby <james@newimage.com.au>

Awesome - What a tangled web this all is!?!?!!
 My batteries are recharged as is my resolve to do the right thing for all of us. Bring on the future w/ focused careers with people we can be proud to affiliate our names.

Ciao my friend :)

Sent from Karen's iPhone

On 29/03/2012, at 10:28 PM, James Ashby <james@newimage.com.au> wrote:

My LNP friend at Beerwah. She told me about this journalist who contacted her the other week. She didn't respond to him, but she sent me the email. It was Steve Lewis.

James Ashby

On 29/03/2012, at 10:19 PM, Karen Doane wrote:

Who is Val???

Sent from Karen's iPhone

On 29/03/2012, at 3:58 PM, James Ashby <james@newimage.com.au> wrote:

Take a look at this email below :)
 James Ashby

Begin forwarded message:

From: "Valerie Bradford" <valbradford@fpg.com.au>
 Subject: FW: G'day Val - hoping you will agree to chat with me
 regarding Peter Slipper
 Date: 29 March 2012 3:47:00 PM AEST
 To: "James Ashby" <james@newimage.com.au>

From: Lewis, Steve
 Sent: Thursday, March 08, 2012 5:16 PM
 To: valbradford@fpg.com.au