

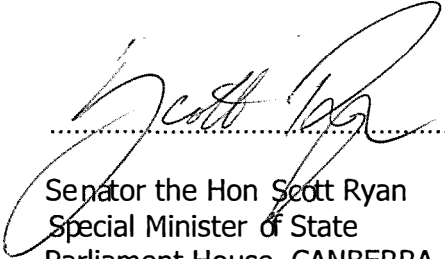
Commonwealth Members of Parliament Staff **Enterprise Agreement 2016-2019**

Approved by Fair Work Commission: 12 April 2017
Commenced operation: 19 April 2017
Nominal expiry: 19 April 2020

SIGNATURES

The *Commonwealth Members of Parliament Staff Enterprise Agreement 2016-2019* is made under section 172 of the *Fair Work Act 2009*.

For, and on behalf of, the Commonwealth



.....

Senator the Hon Scott Ryan
Special Minister of State
Parliament House, CANBERRA, ACT, 2600
Dated: 29/11/2016

Representative of employees



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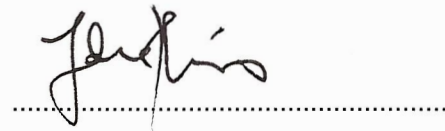
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A TECHNICAL MATTERS

1 Title

- 1.1 This Agreement will be known as the *Commonwealth Members of Parliament Staff Enterprise Agreement 2016-2019*.

2 Coverage

- 2.1 This Agreement is made as an Enterprise Agreement under Part 2-4 of the Fair Work Act and covers:
- (a) the Special Minister of State (the Minister) on behalf of the Commonwealth of Australia; and
 - (b) persons employed under Part III and Part IV of the MOP(S) Act, at the classifications listed in Attachments A, B and C (employees).

3 Nominal expiry date

- 3.1 The nominal expiry date of this Agreement is three years after it commences operation.

4 Guidelines

- 4.1 The operation of this Agreement is supported by policies, procedures, and guidelines. They are not incorporated into, and do not form part of, this Agreement. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement prevail.
- 4.2 Any relevant policies, procedures or guidelines which exist at the date that this Agreement commences operation will continue to operate to the extent that they are not inconsistent with the terms of this Agreement.
- 4.3 Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time and apply in the form they are in as at the time of any relevant action or decision.

5 Employee Consultative Group

- 5.1 An Employee Consultative Group will be established and will be consulted on workplace issues pertaining to employees generally (as opposed to issues relating to individual employees or individual offices).

6 Consultation on major changes

- 6.1 This clause applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in

relation to its enterprise that is likely to have a significant effect on the employees; or

- (b) proposed to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

6.2 For a major change referred to in clause 6.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 6.3 to 6.9 apply.

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

6.4 If:

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

the employer must recognise the representative.

6.5 As soon as practicable after making the decision, the employer must:

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

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

- 6.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 6.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 6.2(a), 6.3 and 6.5 are taken not to apply.
- 6.9 In this clause, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 6.10 For a change referred to in paragraph 6.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) clauses 6.11 to 6.15 apply.
- 6.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 6.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 6.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and

- (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in 6.1.

B EMPLOYMENT OPTIONS

7 Type of engagement

- 7.1 Employees covered by this Agreement may be employed on an ongoing, non-ongoing or casual basis.
- 7.2 An agreement to employ a person on any of these bases must be in writing between the Member and the employee and in accordance with sections 13 or 20 of the MOP(S) Act.
- 7.3 An employee employed by one Member is considered to have a single employment for all purposes under this Agreement.

Example: If an employee is engaged on an ongoing basis as a part-time employee, and the employee is subsequently engaged by the same Member to temporarily work additional hours, those additional hours form part of the original ongoing employment (albeit temporarily), rather than a separate non-ongoing or casual employment.

- 7.4 Notwithstanding clause 7.3 above, if an employee is employed by more than one Member, the employee is considered to have a separate employment with each of those Members for all purposes under this Agreement.
- 7.5 Further information can be found in the Guideline 'Ongoing, non-ongoing and casual employment'.

8 Probation

- 8.1 New ongoing employees are appointed on a period of probation of up to three months.
- 8.2 An employing Member may waive the probationary period in writing, and must notify the employee of the waiver.
- 8.3 An employing Member may extend the probationary period by up to two months, and must notify the employee in writing of any extension prior to completion of the initial probationary period.
- 8.4 A non-ongoing employee may be engaged with a maximum probation period of three months at the discretion of the employing Member.
- 8.5 This clause is not intended to affect any 'minimum employment period' within the meaning of that phrase set out in section 383 of the Fair Work Act.

9 Ongoing

- 9.1 An ongoing employee must be employed wholly or partly against an established position, but not solely against a temporary position.

- 9.2 An ongoing employee who is on temporary transfer from the office of one Member to a position in the office of another Member continues to be considered as an ongoing employee for the purposes of employment conditions under this Agreement.
- 9.3 The hours of employment of an ongoing part-time employee by a Member may be increased by employment at the same classification and salary against another position or the electorate support budget in conjunction with the employee's primary ongoing employment to the limit of the full-time hours specified in clause 31. The employee will continue to be considered as an ongoing employee for the purposes of employment conditions under this Agreement.

10 Non-ongoing

- 10.1 A non-ongoing employee may be engaged against an established position and/or the electorate support budget. Each period of engagement is separate and must not be for a period of more than 12 months.

11 Casual

- 11.1 A casual employee may be engaged against an established position and/or the electorate support budget.
- 11.2 Casual employment will be worked in accordance with an employment agreement between the employee and the employing Member, which specifies that the basis of employment of the employee during the period of the employment agreement will be as a casual employee.
- 11.3 The maximum period for an employment agreement referred to in clause 11.2 will be four weeks (28 days). However, each day (or part-day) worked by a casual employee will constitute a separate engagement.
- 11.4 A casual employee is paid at an hourly rate for every hour worked. The hourly rate is based on a salary point in accordance with clause 17, plus an additional 20 per cent of salary in lieu of access to the following entitlements:
- (a) annual leave;
 - (b) paid personal leave;
 - (c) paid compassionate leave;
 - (d) paid community service leave;
 - (e) paid miscellaneous leave;
 - (f) paid maternity leave;
 - (g) paid supporting partner leave;

- (h) payment for public holidays on which he or she is not rostered to work;
- (i) salary increments;
- (j) payment of overtime loadings;
- (k) electorate staff allowance;
- (l) parliamentary staff allowance;
- (m) retention payments;
- (n) corporate responsibility allowance;
- (o) time off in lieu;
- (p) notice of termination of employment; and
- (q) severance benefits, additional severance benefits and career transition payments.

12 Working from home

- 12.1 Arrangements for working from home may be approved by the Minister.
- 12.2 Further information can be found in the Guideline 'Working from home'.

13 Individual flexibility

- 13.1 The Minister, on behalf of the Commonwealth, and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any terms of the Agreement with the exception of this clause.
- 13.2 The individual flexibility arrangement must meet the genuine needs of the Minister, on behalf of the Commonwealth, and the employee.
- 13.3 The individual flexibility arrangement must be genuinely agreed to by the Minister, on behalf of the Commonwealth, and the employee.
- 13.4 The Minister, on behalf of the Commonwealth, must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 13.5 The Minister, on behalf of the Commonwealth, must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Minister and employee; and
 - (c) is signed by the Minister, on behalf of the Commonwealth, and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 13.6 The Minister, on behalf of the Commonwealth, must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13.7 The Minister, on behalf of the Commonwealth, or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Minister, on behalf of the Commonwealth, and employee agree in writing – at any time.

C REMUNERATION

14 Payment of salary

- 14.1 Employees will be paid fortnightly in arrears, by electronic funds transfer (EFT) into an Australian financial institution account of the employee's choice.
- 14.2 Annual salary and allowances are converted to fortnightly amounts by the following formula:

$$\text{Fortnightly amount} = \text{annual amount} \times 12 \div 313$$

15 Salary increases

- 15.1 Employees will receive three salary increases over the life of this Agreement as shown at Attachments A, B and C of this Agreement:
- (a) an increase in salary of 2 per cent on and from the commencement of this Agreement;
 - (b) an increase in salary of 2 per cent on and from one year following the commencement of this Agreement; and
 - (c) an increase in salary of 2 per cent on and from two years following the commencement of this Agreement.

16 Classification structures and salary ranges

- 16.1 The classification structure and salary ranges for:
- (a) senior staff are as shown at Attachment A;
 - (b) personal employees, other than senior staff, are as shown at Attachment B; and
 - (c) electorate employees are as shown at Attachment C.
- 16.2 An employing Member must only employ an employee at a single classification and a single salary regardless of whether that employment is against a position or positions and/or the electorate support budget.

17 Salary setting and progression

- 17.1 The employing Member may appoint ongoing electorate or personal employees, or engage new non-ongoing electorate or personal employees, other than senior staff, at any salary point within the classification to which the appointment or engagement is made, based on the demonstrated and relevant skills and experience of the employee.
- 17.2 For the purposes of clause 17.1, a new non-ongoing electorate or personal employee is an employee who was not employed at that

classification on the business day immediately preceding the commencement date of the engagement.

- 17.3 The employing Member may engage casual employees, other than senior staff, at any salary point within the classification to which the engagement is made.
- 17.4 An ongoing electorate employee who reaches the top of the salary range for an Electorate Officer classification may:
- (a) after 12 months at that salary point; and
 - (b) subject to competency assessment undertaken by the employing Member,
- be moved to the next Electorate Officer classification. However, at any time, only one employee of an employing Member can be at the next Electorate Officer classification as a result of the process undertaken under this clause 17.4.
- 17.5 The salary of an employee, other than a senior staff employee, who is promoted may be set by the employing Member to any salary point within the respective classification.
- 17.6 Unless otherwise agreed by the Prime Minister, the commencing salary at a classification for a senior staff employee, within the relevant salary band in the tables at Attachment A, will be:
- (a) for a Government senior staff employee: as approved by the Prime Minister; or
 - (b) for a non-Government senior staff employee: as set by the employing Office Holder.
- 17.7 Subject to clause 17.8, an ongoing or non-ongoing employee who is not at the maximum salary point within the relevant salary band will advance to the next point in the relevant salary band as at 1 July of each year.
- 17.8 An employee will be eligible to advance to the next point in the relevant salary band under clause 17.7 where:
- (a) the employee commenced at the current salary point prior to 1 March in that year;
 - (b) the employee has not been on unpaid leave for more than eight months of the previous 12 months; and
 - (c) the employee's performance has not been reported in writing to the Department as being unsatisfactory by their employing Member prior to the salary advancement.
- 17.9 Further information can be found in the Guideline 'Salary setting and progression'.

18 Salary advancement

- 18.1 Subject to satisfactory performance and any arrangements that the Prime Minister may have put in place from time to time in relation to such salary advancements, an employing Member may advance the salary of an employee to a higher salary point within the employee's classification at any time.

19 Temporary progression (higher duties allowance)

- 19.1 An employing Member may temporarily progress an ongoing employee to a vacant position at a higher classification under this Agreement within the agreed structure of the office for a defined period.
- 19.2 For the purposes of clause 19.1, a position is vacant if:
- (a) there is no employee who usually fills the position; or
 - (b) the employee who usually fills the position is on leave or is temporarily filling another position.
- 19.3 Except as provided at clause 19.4, temporary progression of an employee must occur for a minimum period of two weeks.
- 19.4 To facilitate the return to work of an employee following a period of parental leave, and similar return to work circumstances, where that employee returns to work part-time, the Minister may approve the temporary progression of another employee against the balance of that position.
- 19.5 The higher duties allowance paid for temporary progression to a classification under this Agreement is the salary that would apply if the employee was promoted to the higher classification, less the employee's existing salary.
- 19.6 Employees who are temporarily progressed to the classifications of Principal Adviser, Chief of Staff and Senior Adviser will be paid private vehicle allowance as set out at clause 23.
- 19.7 Further information can be found in the Guideline 'Salary progression'.

20 Retention payment

- 20.1 Eligible ongoing and non-ongoing employees will be paid an annual retention payment where they have been continuously employed under the MOP(S) Act as an ongoing or non-ongoing employee for the period 20 June of the previous year to 19 June of the current year (the qualifying period).
- 20.2 Recognised prior service under clauses 52.1 and 52.2 will count towards continuous service for the retention payment.

- 20.3 The retention payment will be one per cent of salary plus the following allowances, if payable to the employee at 19 June of the qualifying period:
- (a) parliamentary staff allowance;
 - (b) electorate staff allowance;
 - (c) the allowance for drivers of a former Prime Minister no longer in the Parliament;
 - (d) corporate responsibility allowance; and
 - (e) higher duties allowance, where the employee has been paid higher duties allowance at that classification or higher during the entire qualifying period.
- 20.4 The retention payment will be calculated on a pro rata basis (except for any corporate responsibility allowance component) where an eligible employee has been employed part-time for any period within the qualifying period, based on the employee's weekly hours over the qualifying period, in accordance with clause 31.3.
- 20.5 The retention payment will not be payable where the employee has been on unpaid leave for more than eight months of the previous 12 months. The payment in this circumstance is not pro rata.

21 Salary packaging

- 21.1 Salary packaging is available to:
- (a) ongoing employees; and
 - (b) non-ongoing employees with an employment agreement for a minimum period of three months.
- 21.2 Salary packaging allows an employee to elect to receive benefits in lieu of salary. It is offered to employees on the basis that it incurs no additional cost to the employing Member or the Department.
- 21.3 An ongoing employee may include in a salary package items that attract either no fringe benefits tax (FBT) or a concessional rate of FBT. A non-ongoing employee may only include superannuation contributions in a salary package.
- Note: Salary packaging these items may provide a benefit to the employee as a result of the difference between the rate of personal income tax and the (nil or concessional) rate of FBT.
- 21.4 Further information can be found in the Guideline 'Salary packaging'.

22 Superannuation

- 22.1 Where employer contributions are made to the PSSap or under the *Superannuation Guarantee (Administration) Act 1992*, the Commonwealth will provide contributions, calculated on the employee's ordinary time earnings, of the higher of:
- (a) 15.4 per cent, or
 - (b) the amount specified in the Deed to establish the PSSap.
- 22.2 The choice of superannuation funds is limited to those funds that allow employee and employer contributions to be paid fortnightly through electronic funds transfer.
- 22.3 An employee on unpaid parental leave, including unpaid maternity leave, will continue to receive employer superannuation contributions as though the leave is paid leave on full pay, subject to the applicable legislation and the rules of the scheme or fund.

Note: If the employee is a member of the CSS or PSS, this may require the employee to make employee contributions to the scheme.

23 Private-plated vehicle or allowance

- 23.1 Senior staff with the classifications of Principal Adviser, Chief of Staff and Senior Adviser are entitled to be provided with a private-plated vehicle for private and business use **or** to receive a private-plated vehicle allowance (PPVA) of:
- (a) \$24,108 per annum from the commencement of this Agreement;
 - (b) \$24,590 per annum from one year after the commencement of this Agreement; and
 - (c) \$25,082 per annum from two years after the commencement of this Agreement.
- 23.2 Where senior staff are:
- (a) employed for a period of three months or less;
 - (b) temporarily performance progressed to an eligible senior staff classification from an ineligible classification; or
 - (c) employed part-time with ordinary hours of duty of less than 30 hours per week;

the entitlement under clause 23.1 will be for PPVA only.

- 23.3 Where the ordinary hours of duty of a part-time employee are:
- (a) 30 hours per week or more and the employee has chosen to receive PPVA, PPVA will be paid at the full-time rate in lieu of the entitlement to a private-plated vehicle;
 - (b) less than 30 hours per week, PPVA will be paid pro rata.
- 23.4 Private-plated vehicles must be selected from a list of Australian manufacturers' vehicles issued by the Department, under a vehicle package subject to a vehicle price cap.
- 23.5 PPVA does not count as salary for the purposes of salary packaging, superannuation, payment in lieu of accrued annual leave, cash out of annual leave, or severance benefits.
- 23.6 Further information can be found in the Guideline 'Private-plated vehicles'.

24 Corporate responsibility allowance

- 24.1 An employee, other than a casual employee, will be entitled to receive a corporate responsibility allowance of:
- (a) \$20.40 per fortnight from the commencement of this Agreement;
 - (b) \$20.81 per fortnight from one year after the commencement of this Agreement; and
 - (c) \$21.22 per fortnight from two years after the commencement of this Agreement
- for each of the following roles undertaken by the employee in relation to their employment:
- (d) Work Health and Safety Site Officer;
 - (e) First Aid Officer;
 - (f) Emergency Officer;
 - (g) Work Health and Safety Committee member; and
 - (h) Staff Assistance Officer.
- 24.2 Corporate responsibility allowance does not count as salary for the purpose of severance benefits.
- 24.3 Further information can be found in the Guideline 'Corporate responsibility allowance'.

25 Relocation expenses

- 25.1 The reasonable costs of removal and temporary accommodation expenses may be met where an ongoing employee is required to relocate within Australia including on appointment, promotion or transfer.
- 25.2 Further information can be found in the Guideline 'Relocation expenses'.

26 Reimbursement for loss or damage to clothing or personal effects

- 26.1 An employee may be reimbursed up to a maximum of \$1,000 per item for loss or damage to clothing or personal effects arising out of or in the course of their employment.
- 26.2 Further information can be found in the Guideline 'Loss or damage to clothing or personal effects'.

27 Discretionary payments

- 27.1 The Minister may approve additional payments, as necessary, in any case where an employee would be otherwise financially disadvantaged in the performance of his or her work.

28 Supported Wage System

- 28.1 The employment of people with a disability under the Supported Wage System is provided for under the terms of Attachment E.

29 Recovery of debts

- 29.1 A debt owed by an employee to the Commonwealth in relation to the employee's employment, including because the employee has received an overpayment of salary, allowances or other remuneration (including a severance benefit), or incurred an expense outside of entitlement, may be recovered, by way of set-off from:
 - (a) the employee's pay or salary at a rate of 20 per cent of the gross amount of pay or salary per fortnight, unless a different arrangement is agreed between the Department and the employee, while the employee is employed under the MOP(S) Act;
 - (b) future payments of travelling allowance or motor vehicle allowance in relation to debts incurred in the course of travel; or
 - (c) the employee's pay or salary, leave entitlements or other monies (except superannuation funds) payable upon termination of the employee's employment under the MOP(S) Act,

and the Department is authorised to implement any such set-off it considers appropriate.

- 29.2 The Department will attempt to contact the employee prior to commencing recovery and will consider any claims of hardship raised by the employee in any decision on the rate of recovery.

30 Payment on death

- 30.1 Where an employee dies, or the Minister has determined that an employee is presumed to have died on a particular date, payment will be made of the amount to which the former employee would have been entitled had he or she ceased employment through resignation otherwise than by death on that date.
- 30.2 Payment in lieu of long service leave may be made in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- 30.3 Subject to clause 30.4, payment will be made to the former employee's executor or legal personal representative.
- 30.4 If the former employee does not have an executor or legal personal representative or one cannot be found, payment will be made in accordance with section 25 of the *Public Governance, Performance and Accountability Rule 2014* (as made from time to time).

D WORKING HOURS AND ALLOWANCES

31 Ordinary hours of duty

- 31.1 The ordinary hours of duty for a full-time employee are 38 hours per week (7 hours and 36 minutes per day). These hours will generally be worked between the hours of 8.00 am and 6.00 pm, Monday to Friday.
- 31.2 A part-time employee regularly works a specified number of hours per week, less than full-time hours, as agreed in writing with the employing Member at the commencement of employment, or as varied from time to time by agreement in writing with the employing Member.
- 31.3 A part-time employee receives payment for salary, allowances in the nature of salary if payable, retention payments, severance benefits and leave on a pro rata basis, based on the proportion of the number of hours worked per week (as agreed in accordance with clause 31.2) when compared to full-time hours, unless otherwise required by legislation.
- 31.4 An employee may agree with his or her employing Member that some part of the ordinary hours of duty (as specified in clause 31.1 or 31.2) may be worked on a regular or occasional basis outside the span of 8.00 am to 6.00 pm, Monday to Friday.
- 31.5 An employee's ordinary times of commencement and cessation of duty within the span of his or her ordinary hours will be determined by the employing Member in consultation with the employee. There will be sufficient and reasonable meal and/or rest breaks within and between periods of duty, to be agreed in advance between the employing Member and the employee.
- 31.6 Further information can be found in the Guideline 'Part-time work'.

32 Additional hours

- 32.1 The level of remuneration provided to electorate employees and personal employees, including salary, allowances and other benefits, reflects an expectation that these employees will be required to work reasonable additional hours over and above the ordinary hours of duty as specified in clause 31 on a regular basis. Additional hours of work, over and above the ordinary hours of duty as specified in clause 31, are recognised and compensated through:
- (a) parliamentary staff allowance, in accordance with clause 33;
 - (b) electorate staff allowance, in accordance with clause 34; or
 - (c) time off in lieu, in accordance with clause 35.
- 32.2 There is no entitlement to the payment of overtime loadings for employees under this Agreement.

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

33 Parliamentary staff allowance – personal employees

- 33.1 A four-tiered parliamentary staff allowance (PSA) is payable to personal employees in recognition of, and as compensation for, reasonable additional hours of work.
- 33.2 PSA will increase in line with the salary increases specified in clause 15 and will be paid at the rates shown in Attachment D.
- 33.3 An employee in receipt of PSA will work such reasonable additional hours of work as are agreed with the employing Office Holder, including on public holidays in accordance with clause 51. The agreed additional hours of work 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.
- 33.4 A personal employee may choose not to receive PSA where the employee is unable or does not expect to work significant additional hours of work.
- Example: This option may be taken up by employees who for personal or family reasons do not frequently work additional hours.
- 33.5 PSA is calculated on a pro rata basis for part-time employees, in accordance with clause 31.3.
- 33.6 PSA is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 33.7 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.
- 33.8 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.
- 33.9 PSA is not payable to employees of former Prime Ministers no longer in Parliament or casual employees. PSA is payable to employees of former Prime Ministers still in the Parliament.

34 Electorate staff allowance – electorate employees

- 34.1 An electorate staff allowance (ESA) is payable to electorate employees in recognition of, and as compensation for, reasonable additional hours of work and official travel undertaken outside of business hours.
- 34.2 ESA is paid at one of seven levels, 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 34.3 and subject to clauses 34.4, 34.6, 34.7, 34.8, 34.10 and 34.11.
- 34.3 The allocation of ESA levels must not total more than:
- (a) 20 for a Member with two additional positions allocated for second and third official electorate offices;
 - (b) 18 for a Member with an additional position allocated for a second official electorate office; or
 - (c) 16 for other Members.
- 34.4 The employing Member may choose to allocate a lower ESA level to a position or positions where a higher ESA level is available.
- 34.5 ESA will increase in line with the salary increases specified in clause 15 as shown in Attachment D.
- 34.6 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 temporary transfer or 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 of work and official travel undertaken outside of business hours.

- 34.7 The employing Member may increase or decrease the allocated level of ESA to a position that is vacant, if the employee or employees that filled the vacant position has/have:
- (a) ceased employment with the Member; or
 - (b) moved permanently to a position with a different classification within the employing Member's office.
- 34.8 The employing Member may allocate any unallocated ESA to a position or positions within the office at any time during the financial year.
- 34.9 An employee in receipt of ESA will work such additional hours of work as are agreed with the employing Member, including on public holidays as required in accordance with clause 51. The agreed additional hours of work 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.
- 34.10 The employing Member may choose not to allocate an ESA level to a position or positions where there is no expectation that the employee or employees will work significant additional hours of work.
- 34.11 An electorate employee may choose not to receive ESA where the employee is unable or does not expect to work significant additional hours of work.
- Example: This option may be taken up by employees who for personal or family reasons do not frequently work additional hours.
- 34.12 Electorate employees who are not in receipt of ESA may access time off in lieu in accordance with clause 35.
- 34.13 ESA is calculated on a pro rata basis for part-time employees, in accordance with clause 31.3.
- 34.14 ESA is only paid in respect of hours of employment against a position. ESA is not paid in respect of employment against the electorate support budget, other than where employment is due to a vacant position but paid against the electorate support budget.
- Example: ESA will be paid when an employee is employed against the electorate support budget because another employee against a position is on annual leave.
- 34.15 ESA is not payable to casual employees.
- 34.16 ESA is paid fortnightly in arrears including during periods when the employee is on paid leave.

- 34.17 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.
- 34.18 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.
- 34.19 Further information can be found in the Guideline 'Electorate staff allowance'.

35 Time off in lieu

- 35.1 Time off in lieu (TOIL) in recognition of additional hours worked above the ordinary hours of duty as specified in clause 31 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.
- 35.2 TOIL may accrue if agreed to by the employing Member and may take into account the nature of the occasion and level of inconvenience to the employee when the additional hours were worked.
- 35.3 Accrued TOIL may be taken at a time agreed to by the employing Member and the employee.

36 Allowance for drivers employed by former Prime Ministers

- 36.1 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 31.
- 36.2 The allowance set out in clause 36.1 will increase in line with salary increases specified in clause 15 and will be paid at the rates shown in Attachment D.
- 36.3 The allowance is calculated on a pro rata basis for part-time employees, in accordance with clause 31.3.
- 36.4 Where an employee is a member of the CSS or PSS, the employee may elect not to include the allowance set out in clause 36.1 as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.

E LEAVE

37 Leave applications

- 37.1 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 35.

38 Annual leave

- 38.1 Full-time employees are entitled to four weeks' annual leave at full pay (152 hours) per year of service.
- 38.2 Part-time employees are entitled to pro rata annual leave in accordance with clause 31.3.
- 38.3 Annual leave accrues daily, with accrued entitlements able to be taken at any time, with the approval of the employing Member.
- 38.4 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.
- 38.5 An employee may elect in writing to cash out annual leave provided that:
- (a) the minimum amount of annual leave to be cashed out is 5 days (pro rata equivalent periods within clause 38.5 apply to part-time employees);
 - (b) to cash out up to 20 days of annual leave the employee must have taken a period of annual leave or long service leave (or a combination of both) in the 12 months preceding the election that is equal to or greater than the amount of leave being cashed out (any period of annual or long service leave may only be used once to qualify under this subclause);
 - (c) to cash out 20 days or more of annual leave the employee must have taken at least 20 days of annual leave or long service leave (or a combination of both) in the 12 months preceding the election; and
 - (d) after the election, the employee's remaining accrued entitlement to paid annual leave will be four weeks or greater.
- 38.6 The value of annual leave cashed out under clause 38.5 will be the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
- 38.7 Where an employee's annual leave credits total 80 days or more as at 31 January or 31 July of any year (the 80 days is not pro rata for a part-time employee), 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.
- 38.8 Subject to clause 53.3, 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.
- 38.9 If an ongoing or non-ongoing employee is approved to use other leave under this Agreement or under the National Employment Standards, other than community service leave or unpaid parental leave, any annual leave covering the same period will be re-credited.
- 38.10 Annual leave is not accrued by casual employees.
- 38.11 Further information can be found in the Guideline 'Leave and public holidays'.

39 Personal leave

- 39.1 Full-time employees are entitled to three weeks' leave at full pay (114 hours) per year of service to be used for personal illness or injury of the employee, or carer's leave (in accordance with clause 39.3).
- 39.2 Part-time employees are entitled to a pro rata accrual of personal leave in accordance with clause 31.3.
- 39.3 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.
- 39.4 Personal leave will be cumulative and, except as adjusted for the recognition of prior service, portability of leave and leave without pay, will accrue from the date of commencement and on each subsequent anniversary.
- 39.5 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.

- 39.6 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.
- 39.7 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 must be taken in accordance with clause 40.
- 39.8 Unused personal leave will not be paid out on termination of employment.
- 39.9 Personal leave is not accrued by casual employees.
- 39.10 Further information can be found in the Guideline 'Leave and public holidays'.

40 Unpaid carer's leave

- 40.1 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.
- 40.2 The entitlement in clause 40.1 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 31.3.
- 40.3 An employee is entitled to unpaid carer's leave for a particular period only if the employee cannot take an amount of personal leave under clause 39 during the period.
- 40.4 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.
- 40.5 Further information can be found in the Guideline 'Leave and public holidays'.

41 Compassionate leave

- 41.1 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.
- 41.2 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.
- 41.3 Casual employees are entitled to unpaid compassionate leave in accordance with the provisions of the Fair Work Act.
- 41.4 The entitlements in clauses 41.1 and 41.2 apply to full-time and part-time employees, and are not subject to a pro rata in accordance with clause 31.3.
- 41.5 Further information can be found in the Guideline 'Leave and public holidays'.

42 Community service leave

- 42.1 Employees, other than casual 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 the National Employment Standards.

Note: 'Eligible community service activities' include undertaking emergency services duties (including regular training, emergency services responses, reasonable recovery time and ceremonial duties) and jury service.

- 42.2 Further information can be found in the Guideline 'Leave and public holidays'.

43 Miscellaneous leave

- 43.1 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 purposes approved by the Department.
- 43.2 Further information can be found in the Guideline 'Leave and public holidays'.

44 Other leave

- 44.1 Full pay non-accruing 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 60.2;
 - (d) war service sick leave; and
 - (e) political exchange leave.
- 44.2 Further information can be found in the Guideline 'Leave and public holidays'.

45 Long service leave

- 45.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).
- 45.2 Each period of absence on long service leave must be a minimum of 15 consecutive calendar days. Periods of absence on long service leave are not to be broken by other forms of leave unless required by legislation.
- 45.3 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.
- 45.4 Further information can be found in the Guideline 'Leave and public holidays'.

46 Maternity leave

- 46.1 Employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
- 46.2 An employee entitled to paid maternity leave under the ML Act, will also receive an additional four 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.
- 46.3 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 32 weeks at a rate of half normal salary. As this is an administrative arrangement, the additional leave beyond the 16 weeks will not count as service for any purpose, but does not break the continuity of service.
- 46.4 Any unpaid absence beyond 16 weeks will not count as service for any purpose.
- 46.5 If an employee's employment is terminated in accordance with section 16(1), 16(2) or 23(1) of the MOP(S) Act:
- (a) during a period while the employee is absent from duty and is receiving pay in accordance with clauses 46.1 or 46.2; or

- (b) within the period commencing six weeks prior to the expected date of birth of the child, but before the commencement of maternity leave,

the employee is entitled to receive a payment equal to:

- (c) the amount the employee would have been entitled to in accordance with clauses 46.1 and 46.2 had the employee's employment not been terminated; less
- (d) any payment the employee has already received in accordance with clauses 46.1 and 46.2 for that period of absence from duty.

46.6 If an employee:

- (a) receives a payment in accordance with clause 46.5; 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 46.1 and 46.2 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 46.1 and 46.2 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 46.1 and 46.2 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 46.6(c) from any payment the Commonwealth is required to make to the employee or as a debt to the Commonwealth.

46.7 Further information can be found in the Guideline 'Leave and public holidays'.

47 Adoption leave

47.1 An employee with at least 12 months continuous service, other than a casual employee, who adopts a child and is the primary carer of the

child is entitled to up to 16 weeks of paid adoption leave, subject to clauses 47.2 to 47.6.

- 47.2 For an employee to be eligible to receive paid adoption leave, the adopted child must:
- (a) be under 16 years of age as at the day of the placement, or expected day of the placement;
 - (b) not have lived with the employee for a period of six months or more as at the day of the placement, or expected day of the placement; and
 - (c) not be a child of the employee or the employee's spouse, de facto partner or a child of an immediate family member.
- 47.3 Adoption leave commences from the day of the placement, or expected day of the placement of the child.
- 47.4 The entitlement to paid adoption leave expires 16 weeks after the day of the placement or when the child reaches 16 years of age, whichever occurs earlier.
- 47.5 If an employee completes 12 months continuous service ('qualifying period') during the 16 weeks after the day of the placement, the employee is entitled to receive paid adoption leave for the period between the completion of the qualifying period and the end of the 16 week period or when the child reaches 16 years of age, whichever occurs earlier.
- 47.6 An employee may elect to spread the payment for the period of paid adoption leave over a period of up to 32 weeks at a rate of half normal salary. As this is an administrative arrangement, the additional leave beyond the 16 weeks will not count as service for any purpose, but does not break the continuity of service.
- 47.7 Further information can be found in the Guideline 'Leave and public holidays'.

48 Supporting partner leave

- 48.1 An employee, other than a casual 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.
- 48.2 Further information can be found in the Guideline 'Leave and public holidays'.

49 Unpaid parental leave

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

- 49.2 Further information can be found in the Guideline 'Leave and public holidays'.

50 Leave without pay

- 50.1 Leave without pay, including ceremonial leave, may be granted to employees subject to approval by the employing Member.
- 50.2 Leave without pay will not count as service for any purpose, except as otherwise provided in this Agreement.
- 50.3 Further information can be found in the Guideline 'Leave and public holidays'.

51 Public holidays and annual closedown

- 51.1 Subject to clause 51.2, an employee, other than a casual employee, is entitled to absent themselves from work on a day that is a public holiday at the employee's work base and/or at a location where the employee is travelling on official business, and will be paid for ordinary hours that would otherwise be worked on that day. For the purposes of this clause 51, 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) Queen's Birthday, as gazetted by the relevant State or Territory Government;
 - (h) Labour Day, as gazetted by the relevant State or Territory Government; and
 - (i) any other days gazetted as public holidays by the State or Territory Government in the State or Territory of the employee's work base and/or at a location where the employee is travelling on official business that would apply to the employee.
- 51.2 Employees, other than casual employees, are not required to attend for duty on the business days falling between Christmas Day and New Year's Day ('annual closedown') which will be treated as public

holidays. Where these days fall during a period of maternity, adoption or parental leave (but not supporting partner leave), leave without pay, or long service leave, the employee will remain on that leave and the associated rate of pay.

51.3 Where an employee is required to work ordinary hours of duty during the annual closedown, the employee may access paid time off for the ordinary hours worked. That paid time off must be used by 31 March in the year following the annual closedown, at a time subject to the agreement of the employing Member.

51.4 Further information can be found in the Guideline 'Leave and public holidays'.

52 Prior service

52.1 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:
 - (i) in lieu of accumulated annual leave (if any) and as 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 the relevant continuity of employment provisions have applied) recognised as service for all purposes in relation to his or her current period of employment; or
 - (ii) in lieu of accumulated annual 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 the relevant continuity of employment provisions have applied) recognised as service for leave purposes in relation to his or her current period of employment; or
 - (iii) as 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 the relevant continuity of employment provisions have applied) recognised as service for severance 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.

52.2 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 annual 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 reinstatement when a former employee is unsuccessful in gaining a seat at an election.

52.3 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.

52.4 An employee who was employed by a State or Territory parliamentarian, on a basis equivalent to ongoing or non-ongoing MOP(S) Act employment, immediately prior to employment under the MOP(S) Act, may have that service recognised for the purposes of calculating a severance benefit under clause 64. An employee is only eligible for recognition of service under this clause if, within one month of the commencement of their MOP(S) Act employment, the employee lodges a request with the Department to have the service recognised.

- (a) The previous service with a State or Territory parliamentarian must be continuous with MOP(S) Act employment in order to be recognised, i.e. there can be no business day between the end of the State or Territory parliamentary service and the commencement of the MOP(S) Act employment; and
- (b) The previous service with a State or Territory parliamentarian will not be recognised where the employee has been paid a severance benefit, or similar payment, in relation to that service.

52.5 Further information can be found in the Guideline 'Recognition of prior service'.

53 Portability of leave

- 53.1 Employees, other than casual employees, who are:
- (a) employed by a non-corporate Commonwealth entity as defined in section 11 of the *Public Governance, Performance and Accountability Act 2013*; and
 - (b) granted leave without pay from that employer (the former employer) to undertake MOP(S) Act employment,
- will have all their accrued leave credits recognised.
- 53.2 An employee's entitlement to the accrued leave credits specified in clause 53.1 and to any future leave entitlements will be in accordance with this Agreement.
- 53.3 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.
- 53.4 Further information can be found in the Guideline 'Recognition of prior service'.

54 Unauthorised absence

- 54.1 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.

F TRAVEL

55 Travel

- 55.1 Employees may be directed by the employing Member to travel on official business either domestically or overseas. Further information can be found in the Guidelines 'Domestic travel', 'Overseas travel', 'Travelling allowance' and 'Motor vehicle allowance'.
- 55.2 Employees may be entitled to allowances, payments and reimbursements in relation to travel overseas on official business. Further information can be found in the Guideline 'Overseas travel'.
- 55.3 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 55.4, 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.
- 55.4 Excess (Canberra) travel leave under clause 55.3 will be available to employees whose work base is in Western Australia, the Northern Territory and the present Federal electorates of Capricornia, Dawson, Herbert, Kennedy or Leichhardt.
- 55.5 Employees may be entitled to travel for approved learning and professional development activities, within budgetary and policy constraints.

56 Travelling allowance – domestic travel

- 56.1 A single flat rate of travelling allowance (TA) incorporating accommodation, meals and incidental expenses will be paid to an employee directed to travel within Australia on official business by his or her employing Member, where the travel requires an overnight stay away from the employee's work base.
- 56.2 TA is only payable for travel that involves an overnight stay. TA is not payable for travel where there is no overnight stay involved.
- 56.3 A single flat rate of TA is payable for each overnight stay up to a maximum continuous period of 35 nights in one location.
- 56.4 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.
- 56.5 Subject to clause 56.6, 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.

56.6 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; and
- (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.

56.7 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.

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

- (a) personal employees; and
- (b) any electorate employee not subject to the electorate support budget,

whose work base is not Canberra.

56.9 If:

- (a) the work base of a personal employee, or an electorate employee not subject to the electorate support budget, 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 receive TA for any additional overnight stays in these locations for the rest of the financial year.

56.10 Further information can be found in the Guideline 'Travelling allowance'.

57 Airline loyalty points

57.1 Airline loyalty points accrued by employees during work related travel prior to 1 July 2010 must 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.

58 Excess baggage reimbursement

58.1 Where an employee has a working requirement to carry additional luggage when travelling on official business within Australia, the employee may be reimbursed any excess baggage cost incurred up to an amount of \$200 per return journey. In exceptional circumstances, the Department may approve the reimbursement of more than \$200 per return journey.

58.2 Further information can be found in the Guideline 'Domestic travel'.

59 Motor vehicle allowance

59.1 An employee may be authorised (by the employing Member, in advance of the proposed use) 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.

59.2 An employee authorised, under clause 59.1, to use his or her privately owned vehicle or self-drive hire vehicle will be entitled to be paid motor vehicle allowance (MVA).

59.3 Further information can be found in the Guideline 'Motor vehicle allowance'.

G LEARNING AND PROFESSIONAL DEVELOPMENT

60 Learning and development options

- 60.1 Learning and development available to employees includes 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 and Obligations 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.
- 60.2 Studies assistance will be available for ongoing and non-ongoing employees for accredited courses considered relevant to the employee's employment at educational institutions, including nationally accredited training authorities and registered training providers. An employee may be eligible for:
- (a) up to five hours paid study leave per week to undertake such courses; and
 - (b) whole or partial reimbursement, up to a maximum of \$10,000 per financial year, of any compulsory tuition or examination fees, HELP (Higher Education Loan Program), TAFE and course fees but not administration charges or student union fees.
- 60.3 Reimbursement, and the maximum reimbursement threshold, will be pro rata for part-time employees or where an employee commences MOP(S) Act employment during the relevant semester.
- 60.4 Reimbursement will be made on the provision of evidence of successful completion of the relevant component of the course and the associated costs. Where HELP payments are deferred, the reimbursement will be reduced for any discount applying to a voluntary payment of HELP.
- 60.5 Reimbursement will not be made where the employee ceases MOP(S) Act employment before the completion of the component of the course.
- 60.6 An employee wishing to apply for studies assistance pursuant to clause 60.2 will require the written support of his or her employing Member and the approval of the Department.
- 60.7 Ad hoc learning and development opportunities for Government personal employees and personal employees of Presiding Officers may be provided by their home departments.
- 60.8 Ad hoc learning and development opportunities for electorate employees, and personal employees other than those referred to in

clause 60.7, will be available subject to the support of the employing Member and the 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 or that is not considered value for money.

- 60.9 Further information can be found in the Guidelines 'Learning and professional development' and 'Studies assistance'.

H WORK HEALTH AND SAFETY

61 Work health and safety

- 61.1 Upon request, the Department may arrange assessments of work practices and equipment in Commonwealth funded offices.
- 61.2 Annual flu vaccinations will be available to employees in accordance with arrangements made by the Department.
- 61.3 Further information can be found in the work health and safety policies issued by the Department.

62 Employee Assistance Program

- 62.1 The Department will provide employees with access to a professional counselling service to assist with work or personal issues through the Employee Assistance Program (EAP).
- 62.2 Further information can be found in the Guideline 'Employee Assistance Program'.

I TERMINATION OF EMPLOYMENT

63 Notice of termination

- 63.1 Subject to clause 63.5 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:

Length of continuous service employed by the Commonwealth (including service under the MOP(S) Act with other Members)	Period of notice
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

- 63.2 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.
- 63.3 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.
- 63.4 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.
- 63.5 Clauses 63.1 to 63.4 do 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 *Australian Public Service Commissioner's Directions 2013* (as varied or replaced from time to time), to undertake employment under the MOP(S) Act; and
 - (b) casual employees.

64 Severance benefits

- 64.1 Severance benefits are payable in accordance with clause 64.2 to persons whose employment is terminated under Part III or Part IV of the MOP(S) Act other than:
- (a) employees that resign;

- (b) employees of the APS, the public service of a State or Territory, or any other public sector employer from which they are on leave;
- (c) 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;
- (d) non-ongoing or casual employees;
- (e) employees who have been approved for an invalidity retirement benefit from the CSS or the PSS;
- (f) employees terminated during probation;
- (g) 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
- (h) 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).

64.2 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	4 weeks' pay
1 year or more but less than 2 years	8 weeks' pay
2 years or more but less than 3 years	10 weeks' pay
3 years or more but less than 4 years	12 weeks' pay
4 years or more but less than 5 years	13 weeks' pay
5 years or more but less than 7 years	14 weeks' pay
7 years or more	2 weeks' pay, plus 2 weeks' pay for every completed year, up to a maximum of 48 weeks' pay.

64.3 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 to the amount the employee is entitled to under the National Employment Standards.

- 64.4 If in the circumstances set out in clause 64.3 a severance payment has already been paid to an employee (the amount paid) that exceeds the severance benefit payable to the employee under clause 64.2 (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 29.

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.

- 64.5 For the purposes of clause 64.2, '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 or more at the time of termination; or
- (b) corporate responsibility allowance.

65 Additional severance benefits

- 65.1 Severance benefits payable under clause 64 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 64 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*.

66 Career transition payment (CTP)

- 66.1 In recognition of the nature of MOP(S) Act employment, a payment of up to \$500 (GST inclusive) is, subject to clause 66.2, 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 64.2 or of a termination of employment where additional severance benefits are payable under clause 65.1. 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.
- 66.2 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.
- 66.3 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.

67 Termination of employment

- 67.1 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.
- 67.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedures addressed in clause 68 of this Agreement.
- 67.3 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.

J DISPUTE PREVENTION AND RESOLUTION

68 Dispute prevention and resolution

- 68.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this clause 68 sets out procedures to settle the dispute.
- 68.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 68.
- 68.3 In the first instance, the parties to the dispute must try 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.
- 68.4 If the matter cannot be resolved at the workplace level in accordance with the steps set out in clause 68.3, a party to the dispute may refer the matter to the Fair Work Commission.
- 68.5 Where a matter has been referred to the Fair Work Commission under clause 68.4, 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 the Fair Work Commission in accordance with section 588 of the Fair Work Act.
- 68.6 The Fair Work Commission may deal with the dispute in two stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

68.7 While the parties are trying to resolve the dispute using the procedures in this clause 68:

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

68.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 68.

68.9 Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented in proceedings before the Fair Work Commission.

K DEFINITIONS AND INTERPRETATION

69 Definitions

69.1 In this Agreement, the terms below have the following meanings:

"additional hours of work" refers to work hours over and above the ordinary hours of duty as specified in clause 32, including travel on official business.

"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 under an employment agreement (referred to in clauses 7.2 and 11.2 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 64.2, prior service recognised in accordance with clause 58.4, and 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, other than periods of service recognised under clauses 52.1 and 52.2, will not be counted for the purposes of calculating severance benefits.

"CSS" means the Commonwealth Superannuation Scheme.

"Department" is the Department of Finance, 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 34.

“electorate support budget” means the annual budget allocated to each Member for the employment of electorate employees and official travel by electorate employees and nominated personal employees.

“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 31.1.

“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 policies, procedures and guidelines under clause 4 of this Agreement and amended from time to time.

“immediate family” means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; and
- (c) traditional kinship, where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

Spouse includes a former spouse and de facto partner includes a former de facto partner.

“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 33.

“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.

“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 64.2.

“temporary position” means an established position that has been allocated for a defined period, e.g. other than while a person remains a Senator, Member or Office Holder.

“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 2016-2019*.

“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.

70 Interpretation

- 70.1 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.

L ATTACHMENTS

Attachment A: Classification structure: senior staff

Classification Structure: Senior Staff									
					Current Salary	Salary effective from commencement	Salary effective 12 months after prior increase	Salary effective 12 months after prior increase	
Principal Adviser	Senior Adviser 3	Chief of Staff 2 Senior Media Adviser 3	Senior Adviser 2 Senior Media Adviser 2	Chief of Staff 1 Senior Adviser 1 Senior Media Adviser 1		19 April 2017	19 April 2018	19 April 2019	
Government*									
Opposition*				Minor Party and Presiding Officers*		2.0%	2.0%	2.0%	
10					254,079	259,161	264,344	269,631	
9					243,581	248,453	253,422	258,490	
8					233,082	237,744	242,499	247,349	
7					222,581	227,033	231,574	236,205	
6					212,082	216,324	220,650	225,063	
5					201,582	205,614	209,726	213,921	
4	7				191,084	194,906	198,804	202,780	
3	6	8			180,586	184,198	187,882	191,640	
2	5	7			170,088	173,490	176,960	180,499	
1	4	6	9		164,878	168,176	171,540	174,971	
	3	5	8		160,879	164,097	167,379	170,727	
	2	4	7		157,124	160,266	163,471	166,740	
	1	3	6	6	152,400	155,448	158,557	161,728	
		2	5	5	147,553	150,504	153,514	156,584	
		1	4	4	141,012	143,832	146,709	149,643	
			3	3	135,560	138,271	141,036	143,857	
			2	2	130,472	133,081	135,743	138,458	
			1	1	125,385	127,893	130,451	133,060	

Principal Advisers, Chiefs of Staff and Senior Advisers are entitled to a private vehicle allowance.

* The positions allocated to these Office Holders are generally limited to the classifications in the corresponding columns.

Attachment B:
Classification structure: personal employees other than senior staff
Government personal employees

Classification		Salary prior to commencement	Salary effective from commencement 19 April 2017	Salary effective 12 months after prior increase 19 April 2018	Salary effective 12 months after prior increase 19 April 2019
			2%	2%	2%
Adviser Media Adviser	8	133,218	135,882	138,600	141,372
	7	127,265	129,810	132,406	135,054
	6	121,408	123,836	126,313	128,839
	5	117,289	119,635	122,028	124,469
	4	108,738	110,913	113,131	115,394
	3	102,769	104,824	106,920	109,058
	2	97,785	99,741	101,736	103,771
	1	90,271	92,076	93,918	95,796
	Assistant Adviser	5			
		4	84,351	86,038	87,759
		3	81,209	82,833	84,490
		2	77,319	78,865	80,442
	Executive Assistant / Office Manager	9	75,260	76,765	78,300
		8	73,431	74,900	76,398
		7	72,095	73,537	75,008
		6	70,119	71,521	72,951
		5	67,988	69,348	70,735
	Secretary / Administrative Assistant	11	62,895	64,153	65,436
		10	60,954	62,173	63,416
		9	59,030	60,211	61,415
		8	57,539	58,690	59,864
		7	56,114	57,236	58,381
		6	54,693	55,787	56,903
		5	53,247	54,312	55,398
		4	51,950	52,989	54,049
		3	50,636	51,649	52,682
		2	49,340	50,327	51,334
		1	48,017	48,977	49,957

Non-government personal employees

Classification			Salary prior to commencement	Salary effective from commencement 19 April 2017	Salary effective 12 months after prior increase 19 April 2018	Salary effective 12 months after prior increase 19 April 2019
				2%	2%	2%
Adviser Media Adviser	7		127,265	129,810	132,406	135,054
	6		121,408	123,836	126,313	128,839
	5		117,289	119,635	122,028	124,469
	4		108,738	110,913	113,131	115,394
	3		102,769	104,824	106,920	109,058
	2		97,785	99,741	101,736	103,771
	1		90,271	92,076	93,918	95,796
		5				
		4	84,351	86,038	87,759	89,514
		3	81,209	82,833	84,490	86,180
Assistant Adviser		2	77,319	78,865	80,442	82,051
		1	75,260	76,765	78,300	79,866
			73,431	74,900	76,398	77,926
		7	72,095	73,537	75,008	76,508
		6	70,119	71,521	72,951	74,410
		5	67,988	69,348	70,735	72,150
		4	66,187	67,511	68,861	70,238
		3	64,532	65,823	67,139	68,482
		2	62,895	64,153	65,436	66,745
		1	60,954	62,173	63,416	64,684
Executive Assistant						
		9	59,030	60,211	61,415	62,643
		8	57,539	58,690	59,864	61,061
		7	56,114	57,236	58,381	59,549
		6	54,693	55,787	56,903	58,041
		5	53,247	54,312	55,398	56,506
		4	51,950	52,989	54,049	55,130
		3	50,636	51,649	52,682	53,736
		2	49,340	50,327	51,334	52,361
		1	48,017	48,977	49,957	50,956
Secretary / Administrative Assistant						

Attachment C:
Classification structure: electorate employees

Classification		Salary prior to commencement	Salary effective from commencement 19 April 2017	Salary effective 12 months after prior increase 19 April 2018	Salary effective 12 months after prior increase 19 April 2019
			2%	2%	2%
Electorate Officer C 4 3 2 1		81,209	82,833	84,490	86,180
		77,319	78,865	80,442	82,051
	Electorate Officer B 5 4 3 2 1	73,431	74,900	76,398	77,926
		72,095	73,537	75,008	76,508
		67,988	69,348	70,735	72,150
		64,532	65,823	67,139	68,482
		62,895	64,153	65,436	66,745
	Electorate Officer A 8 7 6 5 4 3 2 1	60,954	62,173	63,416	64,684
		57,539	58,690	59,864	61,061
		54,693	55,787	56,903	58,041
		51,950	52,989	54,049	55,130
		49,340	50,327	51,334	52,361
		48,017	48,977	49,957	50,956

Attachment D: Allowances for additional hours of work

Electorate staff allowance

Level	ESA1	ESA2	ESA3	ESA4	ESA5	ESA6	ESA7
Prior to commencement	\$3,797	\$7,596	\$11,394	\$15,191	\$18,988	\$22,787	\$26,586
From commencement 19 April 2017	\$3,873	\$7,748	\$11,622	\$15,495	\$19,368	\$23,243	\$27,118
From 12 months after prior increase 19 April 2018	\$3,950	\$7,903	\$11,854	\$15,805	\$19,755	\$23,708	\$27,660
From 12 months after prior increase 19 April 2019	\$4,029	\$8,061	\$12,091	\$16,121	\$20,150	\$24,182	\$28,213

Parliamentary staff allowance

Classification	Prior to commencement	From commencement 19 April 2017	From 12 months after prior increase 19 April 2018	From 12 months after prior increase 19 April 2019
Senior staff	\$30,952	\$31,571	\$32,202	\$32,846
Adviser - Media Adviser - Assistant Adviser	\$28,139	\$28,702	\$29,276	\$29,862
Executive Assistant/Office Manager - Executive Assistant - Secretary/Administrative Assistant at salary points 10 and 11	\$23,523	\$23,993	\$24,473	\$24,962
Secretary/Administrative Assistant (other than those at salary points 10 and 11)	\$18,459	\$18,828	\$19,205	\$19,589

Allowance for drivers employed by former Prime Ministers

Prior to commencement	From commencement 19 April 2017	From 12 months after prior increase 19 April 2018	From 12 months after prior increase 19 April 2019
\$16,231	\$16,556	\$16,887	\$17,225

Attachment E: Supported Wage System Schedule

- 1.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this enterprise agreement.
- 1.2 In this schedule:
- (a) Approved assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the supported wage system.
 - (b) Assessment instrument means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the supported wage system.
 - (c) Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
 - (d) Relevant minimum wage means the minimum salary prescribed in this enterprise agreement for the classification at which an employee is engaged.
 - (e) Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).
 - (f) SWS wage assessment agreement means the document in the form required by the Department of Employment that records the employee's productive capacity and agreed wage rate.
- 1.3 Eligibility criteria
- (a) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this enterprise agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
 - (b) The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this enterprise agreement relating to the rehabilitation of employees who are injured in the course of their employment.

1.4 Supported wage rates

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity [sub-clause (d)]	Percentage of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable must be not less than \$82 per week (at 1 July 2016).
- (c) Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

1.5 Assessment of capacity

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

1.6 Lodgement of SWS wage assessment agreement

- (a) All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- (b) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the enterprise agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the

union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

1.7 Review of assessment

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

1.8 Other terms and conditions of employment

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

1.9 Workplace adjustment

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

1.10 Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than \$82 per week (at 1 July 2016).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 1.5 of this schedule.

Attachment F: Transitional arrangements

1 Transitional arrangement for accrued annual and personal leave credits

- 1.1 At the commencement of this agreement, existing annual and personal leave credits will be increased by a factor of 38/37.5 in order to maintain the value of those credits.

Example: A credit of 75 hours of leave (two weeks at 37 hours and 30 minutes per week) will become a credit of 76 hours (two weeks at 38 hours per week).