

Commonwealth Members of Parliament Staff **Enterprise Agreement 2020-23**

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

SIGNATURES

For the purposes of section 185(2) of the *Fair Work Act 2009* and regulation 2.06A of the *Fair Work Regulations 2009*, the Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23 is signed as follows.

For, and on behalf of, the Commonwealth



Senator the Hon Simon Birmingham

Minister for Finance

Parliament House, Canberra, ACT, 2600

Dated: 8/6/21

Representative of employees



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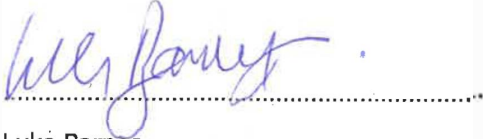
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Dated 9/6/2021

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Representative of employees



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Dated: 9 June 2021

Representative of employees



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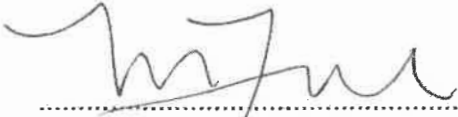
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Dated:

9.6.21.

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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 2020-23*.

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 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 from commencing 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 designate a representative for the purposes of the procedures in this clause.

6.4 If:

- (a) a relevant employee designates, or relevant employees designate, 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 designate a representative for the purposes of the procedures in this clause.
- 6.12 If:
- (a) a relevant employee designates, or relevant employees designate, 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 clause 6.1.

B EMPLOYMENT OPTIONS

7 Type of employment

- 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 employed on an ongoing basis as a part-time employee, and the employee is subsequently employed 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 – external 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 30. 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, to work such hours as are required from time to time by the employing Member.
- 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) paid leave, with the exception of long service leave which will be provided in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (b) payment for public holidays on which he or she is not rostered to work;
 - (c) salary increments under clause 17.8;
 - (d) payment of overtime loadings;
 - (e) electorate staff allowance;

- (f) personal staff allowance;
- (g) retention payments;
- (h) corporate responsibility allowance;
- (i) time off in lieu;
- (j) notice of termination of employment; and
- (k) 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 terms of the Agreement if the agreement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading;
 - (f) remuneration;
 - (g) superannuation;
 - (h) arrangements about where work is performed;
 - (i) leave;
 - (j) prior service;
 - (k) travel arrangements;
 - (l) termination of employment;
 - (m) severance benefits;

- (n) work bases
- 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 adjustments

- 15.1 Employees will receive the following salary adjustments over the life of this Agreement:
- (a) For electorate employees and personal employees employed at the Executive Assistant/Officer Manager, Executive Assistant or Secretary/Administrative Assistant classifications:
 - (i) On the commencement date, the salaries of eligible employees will be adjusted by 1.70 per cent (100 per cent of the WPI);
 - (ii) 12 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI; and
 - (iii) 24 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI.
 - (b) For employees employed at the Adviser, Media Adviser or Assistant Adviser classifications:
 - (i) On the commencement date, the salaries of eligible employees will be adjusted by 1.15 per cent (67.6 per cent of the WPI);
 - (ii) 12 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI; and
 - (iii) 24 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI.
 - (c) For senior staff:
 - (i) On the commencement date, the salaries of eligible employees will be adjusted by 0.40 per cent (23.5 per cent of the WPI);

- (ii) 12 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI; and
- (iii) 24 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI.

15.2 Salary rates prior to commencement of this Agreement as set out at Attachments A, B and C.

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

Salary on appointment or engagement

17.1 The employing Member may appoint an ongoing electorate or personal employee, or engage a new non-ongoing electorate or personal employee, 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 a casual employee, other than senior staff, at any salary point within the classification to which the engagement is made.

Salary on promotion

17.4 The employing Member may set the salary of an employee, other than senior staff, who is promoted, to any salary point within the respective classification higher than the employee's existing salary.

Salary on transfer

- 17.5 Other than senior staff, the salary on transfer will be the salary point that the employee transferred from if that salary point is within the range of the new classification. If the salary point that the employee transferred from is above the top salary point of the new classification, the salary on transfer will be the top salary point of the new classification.

Note: Salary advancement is available under clause 17.10.

Senior staff employees

- 17.6 Unless otherwise provided by the Prime Minister, the employing Member may appoint ongoing senior staff, engage non-ongoing or casual senior staff, or set the salary for senior staff who are promoted or transferred:

- (a) for Government senior staff: to the salary point as approved by the Prime Minister; and
- (b) for non-Government senior staff: to any salary point

within the classification to which the appointment, engagement, promotion or transfer is made.

Competency assessment

- 17.7 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.

Salary increment

- 17.8 Subject to clause 17.9, 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.

- 17.9 An employee will be eligible to advance to the next point in the relevant salary band under clause 17.8 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.

Salary advancement

- 17.10 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.
- 17.11 Further information can be found in the Guideline 'Salary setting and progression'.

18 Temporary transfer – internal (higher duties allowance)

- 18.1 An employing Member may temporarily transfer an ongoing employee to a vacant position at the same, equivalent or a higher classification under this Agreement within the agreed structure of their office for a defined period.
- 18.2 For the purposes of clause 18.1, 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.
- 18.3 Except as provided at clause 18.6, temporary transfer of an employee must occur for a minimum period of two weeks.
- 18.4 The higher duties allowance paid for temporary transfer to a higher classification is the salary that would apply if the employee was promoted to the higher classification, less the employee's existing salary. No higher duties allowance is payable for temporary transfer to a position at the same or equivalent classification.
- 18.5 Employees who are temporarily transferred to the classifications of Principal Adviser, Chief of Staff or Senior Adviser will be paid private vehicle allowance as set out at clause 23.

- 18.6 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 transfer of another employee against the balance of that position.
- 18.7 Further information can be found in the Guideline 'Salary setting and progression'.

19 Retention payment

- 19.1 Ongoing and non-ongoing employees will be eligible for an annual retention payment on 19 June each year and will be paid 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).
- 19.2 Recognised prior service under clauses 51.1 and 51.2 will count as continuous employment and the break in service does not break the period of continuous employment for the retention payment.
- 19.3 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) personal 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.
- 19.4 Where an employee is on temporary transfer – external at 19 June, the salary for the retention payment will be the temporary transfer salary if the employee has been at that classification or higher for the entire qualifying period. Otherwise, the salary for the retention payment will be the salary of the employee's ongoing classification.
- 19.5 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 30.3.

19.6 The retention payment will not be payable where the employee has been on unpaid leave for more than eight months of the qualifying period. The payment in this circumstance is not pro rata.

20 Salary packaging

20.1 Salary packaging is available to:

- (a) ongoing employees; and
- (b) non-ongoing employees with an employment agreement for a minimum period of three months.

20.2 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.

20.3 An ongoing employee may include items that attract either no fringe benefits tax (FBT) or a concessional rate of FBT in a salary package. 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.

20.4 Further information can be found in the Guideline 'Salary packaging'.

21 Superannuation

21.1 Subject to clause 22.2, 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.

21.2 The choice of superannuation funds is limited to those funds that allow employee and employer contributions to be paid fortnightly through electronic funds transfer.

21.3 An employee on parental leave, including paid and unpaid maternity leave, will continue to receive employer superannuation contributions, 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.

22 Superannuation allowance

22.1 Subject to clause 22.6, an ongoing employee whose employer superannuation is paid under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) may elect in writing to be paid a superannuation allowance each fortnight of 5.3881 per cent of their ordinary time earnings (as defined for superannuation purposes) for that fortnight, not including the superannuation allowance.

Note: The superannuation allowance is taxable, counts as ordinary time earnings and an employer superannuation contribution is payable on the allowance.

22.2 Where an election is made under clause 22.1, clause 21.1 does not apply. The employee will be paid employer superannuation contributions as required under the SG Act.

22.3 The superannuation allowance does not count as salary for salary packaging, payments in lieu of unused annual leave, retention payments or severance benefits.

22.4 The superannuation allowance is not paid during periods of leave where salary for that leave is excluded from ordinary time earnings under the SG Act as employer superannuation contributions are not payable.

22.5 An employee may cease an election under this clause by giving 28 days' written notice.

22.6 Where the employer superannuation contribution percentage required under the SG Act changes and/or the employer superannuation contribution percentage specified in the Deed to establish the PSSap increases above 15.4 per cent, the superannuation allowance percentage will change proportionately.

23 Private-plated vehicle or allowance

23.1 Senior staff with the classifications of Principal Adviser, Chief of Staff or 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) at the rate of \$25,082 per annum on commencement of this Agreement.

23.2 PPVA will be adjusted in line with salary adjustments specified in clauses 15.1(c)(ii) and 15.1(c)(iii) to the extent they do not result in a PPVA of more than \$25,082.

23.3 Where senior staff are:

(a) employed for a period of three months or less;

- (b) temporarily transferred 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 and 24 minutes per week;

the entitlement under clause 23.1 will be for PPVA only.

23.4 Where the ordinary hours of duty of a part-time employee are:

- (a) 30 hours and 24 minutes 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 and 24 minutes per week, PPVA will be paid pro rata.

23.5 PPVA does not count as salary for the purposes of salary packaging, superannuation salary for the CSS and PSS, 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 Relocation expenses

24.1 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.

24.2 Further information can be found in the Guideline 'Relocation expenses'.

25 Reimbursement for loss or damage to clothing or personal effects

25.1 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.

25.2 Further information can be found in the Guideline 'Loss or damage to clothing or personal effects'.

26 Discretionary payments

26.1 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.

27 Supported Wage System

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

28 Recovery of debts

28.1 Subject to clause 28.3, a debt owed by an employee to the Commonwealth in relation to the employee's employment, including because the employee has received an overpayment of salary, allowances or other remuneration (including severance benefits), or incurred an expense outside of entitlement, may be recovered, by way of set-off from:

- (a) the employee's pay or salary, with the agreement of the employee, at a rate of 20 per cent of the gross amount of pay or salary per fortnight or such arrangement as 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.

28.2 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.

28.3 Any recovery will be made in accordance with the requirements of the *Fair Work Act 2009*.

28.4 Further information can be found in the Guideline 'Debt recovery'.

29 Payment on death

29.1 Where an employee dies, or the Minister determines 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.

29.2 Payment in lieu of long service leave may be made in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

29.3 Subject to clause 29.4, payment will be made to the former employee's executor or legal personal representative.

29.4 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 amended from time to time).

D WORKING HOURS AND ALLOWANCES

30 Ordinary hours of duty

- 30.1 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.
- 30.2 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.
- 30.3 A part-time employee receives payment for salary, allowances in the nature of salary if payable (unless otherwise provided), 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 30.2) when compared to full-time hours, unless otherwise required by legislation.
- 30.4 An employee may agree with his or her employing Member that some part of the ordinary hours of duty (as specified in clauses 30.1 or 30.2) may be worked on a regular or occasional basis outside the span of 8.00 am to 6.00 pm, Monday to Friday.
- 30.5 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, including reasonable time for lactation breaks, within and between periods of duty, to be agreed in advance between the employing Member and the employee.
- 30.6 Further information can be found in the Guideline 'Part-time work'.

31 Additional hours

- 31.1 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 30 on a regular basis. Additional hours of work, over and above the ordinary hours of duty as specified in clause 30, are recognised and compensated through:
- (a) personal staff allowance, in accordance with clause 32;
 - (b) electorate staff allowance, in accordance with clause 33;
 - (c) time off in lieu, in accordance with clause 34; or

- (d) for drivers employed by former Prime Ministers no longer in the Parliament, the allowance in accordance with clause 35.
- 31.2 There is no entitlement to the payment of overtime loadings for employees under this Agreement.
- 31.3 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.
- 31.4 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

32 Personal staff allowance – personal employees

- 32.1 A four-tiered personal staff allowance (PSA) is payable to personal employees in recognition of, and as compensation for, reasonable additional hours of work.
- 32.2 PSA will be adjusted in accordance with the following arrangement:
 - (a) For employees at the Executive Assistant/Office Manager, Executive Assistant, or Secretary/Administrative Assistant classifications – in line with the salary adjustments in clause 15.1(a).
 - (b) For employees at the Adviser, Media Adviser or Assistant Adviser classifications – in line with the salary adjustments in clause 15.1(b).
 - (c) For senior staff – in line with the salary adjustments in clause 15.1(c).
- 32.3 PSA prior to commencement of this Agreement is set out at Attachment D.
- 32.4 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 50. 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, including reasonable time for lactation breaks, within and between periods of duty.
- 32.5 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 an employee who does not frequently work additional hours for personal or family reasons.

- 32.6 PSA is calculated on a pro rata basis for part-time employees, in accordance with clause 30.3.
- 32.7 PSA is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 32.8 Personal employees who are not in receipt of PSA may access time off in lieu in accordance with clause 34.
- 32.9 PSA is not payable to casual employees.
- 32.10 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.
- 32.11 PSA is included in the definition of pay for the purposes of calculating severance benefits and other payments made in lieu of leave on cessation of employment.
- 32.12 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.
- 32.13 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

33 Electorate staff allowance – electorate employees

- 33.1 An electorate staff allowance (ESA) is payable to ongoing and non-ongoing electorate employees in recognition of, and as compensation for, reasonable additional hours of work and official travel undertaken outside of business hours.
- 33.2 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 50. 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, including reasonable time for lactation breaks, within and between periods of duty.
- 33.3 Subject to clauses 33.5, 33.6, 33.7, 33.9, 33.10, 33.11, 33.12, and 33.15, the employing Member may allocate up to 16 levels of ESA to an employee. ESA may be allocated to an employee against a position, the electorate support budget, or a combination of the two. The employing Member may choose not to allocate levels of ESA to an employee where there is no expectation that the employee will work significant additional hours of work.

- 33.4 ESA will be adjusted in line with the general salary adjustments. ESA prior to commencement of this Agreement is set out at Attachment D.
- 33.5 Subject to clauses 33.6 and 33.8, the allocation of ESA levels by an employing Member at any time must not total more than:
- (a) 42 for a Member with two additional Electorate Officer positions allocated for second and third official electorate offices.
 - (b) 38 for a Member with an additional Electorate Officer position allocated for a second official electorate office; or
 - (c) 34 for other Members.
- 33.6 Where an employing Member is eligible for the Commonwealth to reimburse a proportion of the costs of a privately leased office, the employing Member may allocate up to two more ESA levels in addition to the levels specified in clause 33.5
- 33.7 The employing Member may allocate the level of ESA for each employee:
- (a) where the employing Member commences as a Senator or Member;
 - (b) at the commencement of each financial year;
 - (c) in the event of an office restructure involving a change in the classification of Electorate Officer positions;
 - (d) where an employee commences or ceases a temporary transfer – external or period of approved leave, of three months or longer;
 - (e) where the employing Member is appointed as, or ceases to be, a Minister or Parliamentary Secretary; or
 - (f) in other circumstances with the agreement of the Minister;
- having regard to the expected additional hours of work and official travel undertaken outside of business hours.
- 33.8 Where an employee takes a period of leave of three months or longer:
- (a) the employee will be paid the ESA they received on the day prior to commencing leave (subject to leave at reduced pay); and
 - (b) the levels of ESA paid to that employee are not counted towards the total allocation of ESA levels in the office.
- 33.9 When an employee returns from leave of three months or longer, the employee will have the number of levels of ESA allocated to them

reduced, if required, so that the total number of ESA levels is within the cap determined by clause 33.5 (and clause 33.6 if applicable).

- 33.10 The employing Member may allocate any unallocated ESA to an employee at any time.
- 33.11 The employing Member and an electorate employee may agree at any time that the ESA allocated to the employee is to be reduced or ceased. An agreement to reduce or cease ESA may not be retrospective.
- Example: By agreement, this may be taken up by an employee who will work fewer additional hours for personal or family reasons or where the employing Member reduces the expected additional hours of work of an employee.
- 33.12 The ESA allocation of an employee may not be changed during a period that the termination of employment of the employee is deferred under sections 16(5) or 23(4) of the MOP(S) Act.
- 33.13 ESA is not paid on a pro rata basis for part-time employees. The full allocated amount of ESA is paid.
- 33.14 ESA is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 33.15 Electorate employees who are not in receipt of ESA may access time off in lieu in accordance with clause 34.
- 33.16 ESA is not payable to casual employees.
- 33.17 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.
- 33.18 ESA is included in the definition of pay for the purposes of calculating severance benefits and other payments made in lieu of leave on cessation of employment.
- 33.19 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

34 Time off in lieu

- 34.1 Time off in lieu (TOIL) in recognition of additional hours worked above the ordinary hours of duty as specified in clause 30 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.
- 34.2 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.
- 34.3 Accrued TOIL may be taken at a time agreed to by the employing Member and the employee.
- 34.4 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

35 Allowance for drivers employed by former Prime Ministers

- 35.1 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 30.
- 35.2 The allowance set out in clause 35.1 will be adjusted in line with the general salary adjustments. The allowance prior to commencement of this Agreement is set out at Attachment D.
- 35.3 The allowance is calculated on a pro rata basis for part-time employees, in accordance with clause 30.3.
- 35.4 The allowance is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 35.5 The allowance is included in the definition of pay for the purposes of calculating severance benefits and other payments made in lieu of leave on cessation of employment.
- 35.6 The allowance is not payable to casual employees.
- 35.7 Where an employee is a member of the CSS or PSS, the employee may elect not to include the allowance set out in clause 35.1 as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.
- 35.8 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

E LEAVE

36 Leave applications

36.1 An employee must submit a leave application to his or her employing Member as soon as practicable for any absence on leave, other than time off in lieu in accordance with clause 34.

37 Annual leave

37.1 Full-time employees are entitled to four weeks' annual leave at full pay (152 hours) per year of service.

37.2 Part-time employees are entitled to pro rata annual leave in accordance with clause 30.3.

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

37.4 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.

37.5 An employee may elect in writing to cash out annual leave provided that (with pro rata equivalent periods within this clause to apply for part time employees):

- (a) the minimum amount of annual leave to be cashed out is 5 days;
- (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) where an employee has taken at least 20 days of annual leave or long service leave (or a combination of both) in the 12 months preceding the election, they may cash out 5 days or any higher amount of annual leave; and
- (d) after the election, the employee's remaining accrued entitlement to paid annual leave will be four weeks or greater.

37.6 The value of annual leave cashed out under clause 37.5 will be the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

37.7 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.

37.8 Subject to clause 52.3, 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.

37.9 If an ongoing or non-ongoing employee is approved to use other leave under this Agreement, under the National Employment Standards other than community service leave or unpaid parental leave, or under the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act), any annual leave covering the same period will be re-credited.

37.10 Annual leave is not accrued by casual employees.

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

38 Personal leave

38.1 Full-time employees are entitled to 15 days' leave at full pay per year of service to be used for personal illness or injury of the employee, or carer's leave (in accordance with clause 38.3).

38.2 Part-time employees are entitled to a pro rata accrual of personal leave in accordance with clause 30.3.

38.3 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.

38.4 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.

- 38.5 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.
- 38.6 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.
- 38.7 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 39.
- 38.8 Unused personal leave will not be paid out on termination of employment.
- 38.9 Personal leave is not accrued by casual employees.
- 38.10 Further information can be found in the Guideline 'Leave and public holidays'.

39 Unpaid carer's leave

- 39.1 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.
- 39.2 The entitlement in clause 39.1 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 30.3.
- 39.3 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 38 during the period.
- 39.4 A period of unpaid carer's leave will not count as service for any purpose. However, it will not break an employee's period of continuous service.
- 39.5 Further information can be found in the Guideline 'Leave and public holidays'.

40 Compassionate leave

- 40.1 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.
- 40.2 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.
- 40.3 Casual employees are entitled to unpaid compassionate leave in accordance with the provisions of the Fair Work Act.
- 40.4 The entitlements in clauses 40.1 and 40.2 apply to full-time and part-time employees, and are not subject to a pro rata in accordance with clause 30.3.
- 40.5 Further information can be found in the Guideline 'Leave and public holidays'.

41 Community service leave

- 41.1 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 a voluntary emergency services activity (including regular training, emergency services responses, reasonable travel time, reasonable recovery time and ceremonial duties) and jury service.

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

42 Miscellaneous leave

- 42.1 Full pay non-accruing miscellaneous leave may be granted to employees, other than casual employees, subject to:
- (a) for an absence associated with a purpose previously approved by the Minister on a standing basis – approval by the employing Member, or approval in accordance with arrangements approved by the Minister (if any); or

- (b) for all other absences – approval by the employing Member and the Department.

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

43 Other leave

43.1 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 58.2;
- (d) war service sick leave; and
- (e) political exchange leave.

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

44 Leave for reasons of family and/or domestic violence

44.1 In order to provide maximum support that is appropriate to individual circumstances, employees affected by or at risk of experiencing family and/or domestic violence who require time off work have access to a range of leave options including miscellaneous leave, personal leave and/or flexible working arrangements.

44.2 Matters of family and/or domestic violence will be treated confidentially, unless otherwise required by law, with the employee's privacy and safety paramount.

44.3 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the National Employment Standards.

44.4 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 seven consecutive calendar days at full pay, or 14 consecutive calendar days at half pay. Periods of absence on long service leave are not to be broken by other forms of leave unless provided otherwise by legislation.
- 45.3 As an administrative arrangement, an employee may use long service leave at half pay on the basis that one day of long service leave at full pay is equivalent to two days of long service leave at half pay.
- 45.4 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.
- 45.5 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 an employee's period of continuous 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 MOP(S) 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 MOP(S) 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 eligible 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 eligible 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 an employee's period of continuous 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 five weeks of paid supporting partner leave within the 52 weeks following the birth or adoption of the dependent child.
- 48.2 As an administrative arrangement, an employee may use paid supporting partner leave at half pay on the basis that one day of leave at full pay is equivalent to two days of leave at half pay.
- 48.3 Further information can be found in the Guideline 'Leave and public holidays'.

49 Leave without pay

- 49.1 Leave without pay may be granted to employees subject to approval by the employing Member.
- 49.2 Leave without pay will not count as service for any purpose, except as otherwise required by legislation or provided in this Agreement.
- 49.3 Further information can be found in the Guideline 'Leave and public holidays'.

50 Public holidays and annual closedown

- 50.1 An 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 50, 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.
- 50.2 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.

50.3 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.

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

51 Prior service

51.1 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, 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, 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 MOP(S) Act employment will not count as service for any purpose, but is not considered to break an employee's period of continuous service except for the purposes of the ML Act. This clause does not apply where an employee has made an irrevocable written election in accordance with clause 62.6.

51.2 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 MOP(S) Act employment will not count as service for any purpose, but is not considered to break an employee's period of continuous service, except for the purposes of the ML Act. There is no automatic right of reinstatement when a former employee is unsuccessful in gaining a seat at an election.

51.3 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.

Employment with a State or Territory parliamentarian

51.4 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 severance benefits. 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.

51.5 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).

- 51.6 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.
- 51.7 Further information can be found in the Guideline 'Recognition of prior service'.

52 Portability of leave

- 52.1 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.
- 52.2 An employee's entitlement to the accrued leave credits specified in clause 52.1 and to any future leave entitlements will be in accordance with this Agreement.
- 52.3 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.
- 52.4 Further information can be found in the Guideline 'Recognition of prior service'.

53 Unauthorised absence

- 53.1 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

54 Travel

- 54.1 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'.
- 54.2 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'.
- 54.3 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 54.4, 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 commencing on the following day or on the day two days after the travel where that day is a Tuesday. In this circumstance, employees may claim and receive 0.5 additional days of annual leave for each Sunday and/or public holiday spent travelling for a Parliamentary sitting.
- 54.4 Excess (Canberra) Travel Leave under clause 54.3 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.
- 54.5 For the purposes of Excess (Canberra) Travel Leave, 'Parliamentary sitting' means a sitting of either House of Parliament (including a joint sitting) and Senate Estimates, whether for a single day or two or more consecutive days; but does not mean Senate Estimates spill-over or additional hearings, nor other standing, select or joint committee hearings of the Parliament.
- 54.6 Employees may be entitled to travel for approved learning and professional development activities, within budgetary and policy constraints.

55 Travel allowance – domestic travel

- 55.1 A single flat rate of travel 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.
- 55.2 TA is not payable for travel where there is no overnight stay involved.

- 55.3 A single flat rate of TA is payable for each overnight stay up to a maximum continuous period of 35 nights in one location.
- 55.4 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.
- 55.5 Subject to clause 55.6, the rates of TA will be set by the Independent Parliamentary Expenses Authority in accordance with rates determined from time to time by an independent organisation, as determined by the Independent Parliamentary Expenses Authority, based on current market data.
- 55.6 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.
- 55.7 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 Independent Parliamentary Expenses Authority, 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.
- 55.8 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.

55.9 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.

55.10 The Minister may vary the 120 night limit on TA in clauses 55.8 and 55.9 in respect of an employee or employees.

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

56 Excess baggage reimbursement

56.1 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 Independent Parliamentary Expenses Authority may approve the reimbursement of more than \$200 per return journey.

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

57 Motor vehicle allowance

57.1 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.

57.2 An employee authorised, under clause 57.1, to use his or her privately owned vehicle or self-drive hire vehicle will be entitled to be paid motor vehicle allowance (MVA).

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

G LEARNING AND PROFESSIONAL DEVELOPMENT

58 Learning and development options

- 58.1 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 sessions to support new employees in their understanding of the terms and conditions of their employment, and sessions to assist workplace managers to improve and maintain accountability and office management practices.
- 58.2 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.
- 58.3 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.
- 58.4 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.
- 58.5 Reimbursement will not be made where the employee ceases MOP(S) Act employment before the completion of the component of the course.
- 58.6 An employee wishing to apply for studies assistance pursuant to clause 58.2 will require the written support of his or her employing Member and the approval of the Department.
- 58.7 Ad hoc learning and development opportunities for Government personal employees and personal employees of Presiding Officers may be provided by their home departments.
- 58.8 Ad hoc learning and development opportunities for electorate employees, and personal employees other than those referred to in

clause 58.7, 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.

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

H WORK HEALTH AND SAFETY

59 Work health and safety

- 59.1 The *Work Health and Safety Act 2011* (WHS Act) provides for legislated requirements to secure safe and healthy workplaces. The WHS Act applies in relation to employment under the MOP(S) Act.
- 59.2 A Work Health and Safety Committee operates in accordance with the WHS Act.
- 59.3 Upon request, the Department may arrange assessments of work practices and equipment in Commonwealth funded offices.
- 59.4 Annual flu vaccinations will be available to employees in accordance with arrangements made by the Department.
- 59.5 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).
- 59.6 The Department may arrange other supports and/or services for employing Members and employees, such as training relevant to specific workplace health and safety matters.
- 59.7 Further information can be found in the work health and safety policies issued by the Department.

60 Corporate responsibility allowance

- 60.1 An employee, other than a casual employee, receives a corporate responsibility allowance (CRA) for each of the following roles undertaken by the employee in relation to their employment, in accordance with any policies issued by the Department:
- (a) Work Health and Safety Site Officer;
 - (b) First Aid Officer;
 - (c) Emergency Officer;
 - (d) Work Health and Safety Committee member; and
 - (e) Staff Assistance Officer.
- 60.2 CRA will be adjusted in line with the general salary adjustments. CRA prior to commencement of this Agreement is set out at Attachment D.
- 60.3 CRA does not count as salary for the purpose of severance benefits.
- 60.4 Further information can be found in the Guideline 'Corporate responsibility allowance'.

I TERMINATION OF EMPLOYMENT

61 Notice of termination

61.1 Subject to clauses 61.2 to 61.5, 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

61.2 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.

61.3 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.

61.4 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.

61.5 Clauses 61.1 to 61.4 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 2016* (as varied or replaced from time to time), to undertake employment under the MOP(S) Act; and
- (b) casual employees.

62 Severance benefits

62.1 Severance benefits are payable in accordance with clause 62.2 to ongoing employees 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) employees who have been approved for an invalidity retirement benefit from the CSS or the PSS;
- (e) employees terminated during probation;
- (f) employees who immediately prior to the cessation of their employment under the MOP(S) Act have been absent from duty without approved leave for a continuous period of 10 business days and who have failed to notify a reasonable cause for their absence to the employing Member (either prior to or, in special circumstances, subsequent to their absence); and
- (g) employees who are re-employed under the MOP(S) Act without a break in MOP(S) Act employment (whether that employment is with the employee's original employing Member or another Member).

62.2 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.

62.3 In clause 62.2:

continuous service means an employee's combined periods of:

- (a) prior service recognised in accordance with clause 51.4, and
- (b) ongoing or non-ongoing (but not casual) employment under the MOP(S) Act,

but does not include any periods preceding:

- (c) where an employee ceases to be employed under the MOP(S) Act for one full business day or longer for any reason (including by way of resignation) other than periods of service recognised under clauses 51.1 and 51.2; or
- (d) any period of casual employment under the MOP(S) Act, even without a break in MOP(S) Act employment.

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.

62.4 Subject to clause 62.6, 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 benefits 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.

62.5 If in the circumstances set out in clause 62.4 severance benefits have already been paid to an employee (the amount paid) that exceeds the severance benefits payable to the employee under clause 62.2 (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 28.

Example: An employee receives severance benefits 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.

62.6 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 benefits will not be reduced in accordance with clause 62.4, nor will the entitlement be an overpayment in accordance with 62.5, if the employee makes an irrevocable written election during the severance pay period that he or she waives his or her option to have his or her prior service recognised for severance and/or annual leave purposes for the period of his or her current period of employment under clause 51.1.

63 Additional severance benefits

63.1 Severance benefits payable under clause 62 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 62 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*.

64 Career transition payment (CTP)

64.1 In recognition of the nature of MOP(S) Act employment, a payment of up to \$500 (GST inclusive) is, subject to clause 64.2, payable to an employee for career transition counselling, training or financial advice upon the occasion in respect of which severance benefits are payable. 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.

- 64.2 To be eligible for the CTP, the counselling/training/financial advice must be approved by the Department and occur within six months of termination.
- 64.3 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.

65 Termination of employment

- 65.1 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.
- 65.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedures addressed in clause 66 of this Agreement.
- 65.3 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

66 Dispute prevention and resolution

- 66.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this clause 66 sets out procedures to settle the dispute.
- 66.2 An employee who is a party to the dispute may designate a representative for the purposes of the procedures in this clause 66.
- 66.3 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.
- 66.4 If the matter cannot be resolved at the workplace level in accordance with the steps set out in clause 66.3, a party to the dispute may refer the matter to the Fair Work Commission.
- 66.5 Where a matter has been referred to the Fair Work Commission under clause 66.4, 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.
- 66.6 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 Division 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

66.7 While the parties are trying to resolve the dispute using the procedures in this clause 66:

- (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.

66.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 66.

66.9 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

67 Definitions

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

"additional hours" refers to hours of work over and above the ordinary hours of duty as specified in clause 30, 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" has the same meaning as in the Fair Work Act.

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

"commencement date" means the date this Agreement commences operation. This Agreement commences 7 days after it is approved by the Fair Work Commission.

"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 support budget" means the annual budget allocated to each Member for the employment of electorate employees and travel on official business 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 30.1.

"general salary adjustments" means the salary adjustments at clause 15.1(a).

"Guideline or 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.

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

"Office Holder" has the same meaning as 'office-holder' in section 3 of the MOP(S) Act.

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

“parental leave” includes paid and unpaid maternity leave, adoption leave and supporting partner leave, unless otherwise specified.

“personal employee” means an employee who is not an electorate employee and employed under Part III of the MOP(S) Act by an Office Holder.

“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.

“senior staff” means a personal employee in a classification referred to in Attachment A.

“severance benefits” include additional severance benefits under clause 63 if that clause applies.

“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 62.2.

“temporary position” means an established position that has been allocated for a defined period (e.g. for the duration of a project).

“temporary transfer – external” refers to the movement of an ongoing employee from the office of one Member to another on a temporary basis (a non-ongoing employment agreement partly or wholly against a position) where it has been agreed between the relevant Members that the employee will return to the office of the first Member.

“temporary transfer – internal” refers to the movement of an ongoing employee to a position at the same classification, an equivalent classification (same maximum salary), or a higher classification (higher maximum salary) for a period within the office of the employing Member.

“this Agreement” means the *Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23*.

“transfer” refers to the permanent movement of an ongoing employee to a position at the same classification, an equivalent classification (same maximum salary), or to a lower classification (lower maximum salary) without a break in MOP(S) Act employment, whether with the same employing Member or a different employing Member.

“work base” refers:

- (a) for an ongoing or non-ongoing employee, to the place of work where the employee spends most time on duty; and

- (b) for a casual employee, to the place of work where the employee spends most time on duty. The separate instances of work during the period in their employment agreement will be considered together for the employee's work base.

"WPI" means the applicable Wage Price Index – Private Sector percentage adjustment under the *Public Sector Workplace Relations Policy 2020*.

Note: The Australian Public Service Commission publishes advice each year on the applicable WPI (Private) figure that is released by the Australian Bureau of Statistics, applying to remuneration adjustments payable from 1 September to 31 August the following year.

68 Interpretation

- 68.1 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.
- 68.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

L ATTACHMENTS

Attachment A: Classification structure: senior staff

Classification Structure: Senior Staff						
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	Current Salary	Salary effective from commencement
Government*						
				Opposition*		
				Minor Party and Presiding Officers*		0.4%
					269,631	270,710
					258,490	259,524
					247,349	248,338
					236,205	237,150
					225,063	225,963
					213,921	214,777
	7				202,780	203,591
	6	8			191,640	192,407
	5	7			180,499	181,221
	4	6	9		174,971	175,671
	3	5	8		170,727	171,410
	2	4	7		166,740	167,407
	1	3	6	6	161,728	162,375
		2	5	5	156,584	157,210
		1	4	4	149,643	150,242
			3	3	143,857	144,432
			2	2	138,458	139,012
			1	1	133,060	133,592

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 Structure: Government Personal Employees			
Classification		Current Salary	Salary effective from commencement
<i>Adviser, Media Adviser, Assistant Adviser</i>			1.15%
<i>Executive Assistant / Office Manager and Secretary / Administrative Assistant</i>			1.70%
Adviser Media Adviser	8	141,372	142,998
	7	135,054	136,607
	6	128,839	130,321
	5	124,469	125,900
	4	115,394	116,721
	3	109,058	110,312
	2	103,771	104,964
	1	95,796	96,898
Assistant Adviser	5	95,796	96,898
	4	89,514	90,543
	3	86,180	87,171
	2	82,051	82,995
	1	79,866	80,784
Executive Assistant / Office Manager	9	79,866	81,224
	8	77,926	79,251
	7	76,508	77,809
	6	74,410	75,675
	5	72,150	73,377
	4	70,238	71,432
	3	68,482	69,646
	2	66,745	67,880
	1	64,684	65,784
Secretary / Administrative Assistant	8	64,684	65,784
	7	62,643	63,708
	6	61,061	62,099
	5	59,549	60,561
	4	58,041	59,028
	3	56,506	57,467
	2	55,130	56,067
	1	55,130	56,067

Non-government personal employees

Classification Structure: Non-Government Personal Employees			
Classification		Current Salary	Salary effective from commencement
<i>Adviser, Media Adviser, Assistant Adviser</i>			1.15%
<i>Executive Assistant and Secretary / Administrative Assistant</i>			1.70%
Adviser Media Adviser	7	135,054	136,607
	6	128,839	130,321
	5	124,469	125,900
	4	115,394	116,721
	3	109,058	110,312
	2	103,771	104,964
	1	95,796	96,898
Assistant Adviser	5	95,796	96,898
	4	89,514	90,543
	3	86,180	87,171
	2	82,051	82,995
	1	79,866	80,784
Executive Assistant	7	76,508	77,809
	6	74,410	75,675
	5	72,150	73,377
	4	70,238	71,432
	3	68,482	69,646
	2	66,745	67,880
	1	64,684	65,784
Secretary/ Administrative Assistant	6	62,643	63,708
	5	61,061	62,099
	4	59,549	60,561
	3	58,041	59,028
	2	56,506	57,467
	1	55,130	56,067

**Attachment C:
Classification structure: electorate employees**

Classification Structure: Electorate Employees				
Classification		Current Salary	Salary effective from commencement	
			<i>1.70%</i>	
Electorate Officer C	4	86,180	87,645	
	3	82,052	83,447	
	Electorate Officer B	5	77,926	79,251
		4	76,508	77,809
	3	72,150	73,377	
	Electorate Officer A	6	68,482	69,646
		5	66,745	67,880
		4	64,685	65,785
		3	61,061	62,099
		2	58,041	59,028
		1	55,130	56,067

Attachment D: Allowances

Corporate Responsibility Allowance (per fortnight)

Current rate	Allowance effective from commencement
\$21.22	\$21.58

Electorate staff allowance (per annum)

Level	Current rates under old ESA arrangements*	Current rates under new ESA arrangements	Allowance effective from commencement
ESA1		\$2,015	\$2,049
ESA2	<i>\$4,029</i>	\$4,029	\$4,097
ESA3		\$6,045	\$6,148
ESA4	<i>\$8,061</i>	\$8,061	\$8,198
ESA5		\$10,076	\$10,247
ESA6	<i>\$12,091</i>	\$12,091	\$12,297
ESA7		\$14,106	\$14,346
ESA8	<i>\$16,121</i>	\$16,121	\$16,395
ESA9		\$18,136	\$18,444
ESA10	<i>\$20,150</i>	\$20,150	\$20,493
ESA11		\$22,166	\$22,543
ESA12	<i>\$24,182</i>	\$24,182	\$24,593
ESA13		\$26,198	\$26,643
ESA14	<i>\$28,213</i>	\$28,213	\$28,693
ESA15		\$30,228	\$30,742
ESA16		\$32,243	\$32,791

* Under the previous Agreement there were seven ESA levels worth double the value under this Agreement. For ease of reference, the previous rates have been shown alongside the equivalent new ESA level before any adjustment to the allowance.

Personal staff allowance (per annum)

Classification	Current rates	Allowance effective from commencement
Senior staff	\$32,846	\$32,977
Adviser - Media Adviser - Assistant Adviser	\$29,862	\$30,205
Executive Assistant/Office Manager - Executive Assistant - Secretary/Administrative Assistant at salary points 7 and 8	\$24,962	\$25,386
Secretary/Administrative Assistant (other than those at salary points 7 and 8)	\$19,589	\$19,922

Allowance for drivers employed by former Prime Ministers (per annum)

Current rate	Allowance effective from commencement
\$17,225	\$17,518

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 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 Agreement for the classification at which an employee is appointed or 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 appointed or engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
 - (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

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) The minimum amount payable to the employee during the trial period must be no less than the weekly amount as prescribed by the Fair Work Commission from time to time.
- (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 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 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 the weekly amount as prescribed by the Fair Work Commission from time to time.
- (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 Electorate Staff Allowance

- 1.1 The employing Member may allocate the level of ESA for each employee at the commencement of this Agreement.
- 1.2 Where an employing Member has not provided the Department with an ESA allocation to an employee by the commencement of this Agreement, no ESA will be payable to that employee until the Member makes an ESA allocation. An employing Member may make a retrospective initial allocation to an employee for up to six weeks after the commencement of this Agreement.

Example: If the Agreement commences on 1 June 2021, an employing Member can submit an ESA allocation on 13 July 2021 (being six weeks after the commencement of clause 34) and have it retrospectively apply from 1 June 2021. However, if the Member submits an ESA allocation later, say on 3 August 2021, the latest the ESA can be retrospectively applied is six weeks earlier, being 22 June 2021.

2 Salary points

- 2.1 The following salary points before the commencement of this Agreement cease to exist on commencement:
 - (a) Electorate Officer A (EOA) – 1 and 2.
 - (b) Secretary / Administrative Assistant – 1, 2 and 3.
- 2.2 Any person who was employed at the EOA-1 or 2 salary points immediately before the commencement of this Agreement are taken to commence at the new EOA-1 classification.
- 2.3 Any person at the Secretary / Administrative Assistant – 1, 2 or 3 salary points immediately before the commencement of this Agreement are taken to commence at the new Secretary / Administrative Assistant-1 classification.

IN THE FAIR WORK COMMISSION
Section 185 – Application for approval of a single enterprise agreement

FWC Matter No:

AG2021/5612

Applicant:

Commonwealth of Australia as represented by the Department of Finance

UNDERTAKING

I, Dana Sutton, Assistant Secretary, Department of Finance, give the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**) with respect to the *Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23* (**Agreement**):

1. The Commonwealth of Australia undertakes that:
 - a. it will not employ any person as an ongoing or a non-ongoing electorate employee at the EOA-1, EOA-2 or EOA-3 classifications during the life of the Agreement; and
 - b. any person employed as an ongoing or non-ongoing electorate employee that would have, but for this undertaking, been employed in the EOA-1, EOA-2 or EOA-3 classifications on commencement of this Agreement, will be employed at the EOA-4 classification or above on commencement of the Agreement.

The Commonwealth of Australia confirms that the effect of these undertakings will not cause financial or other detriment to any employee or result in substantial changes to the Agreement.

I have the authority given to me by the Commonwealth of Australia to provide this undertaking in relation to the application before the Fair Work Commission.



Dana Sutton
Assistant Secretary
Department of Finance

28 July 2021
Date