Commonwealth Members of Parliament Staff
Enterprise Agreement 2024-27

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 2024-27 is signed as follows.

For, and on behalf of, the Commonwealth

Senator the Hon Don Farrel

Special Minister of State

Address: Parliament House, Canberra, ACT, 2600

Dated:

Representative of employees

Name: Graeme Kelly OAM

Role: United Services Union Branch Secretary

Address: Level 7, 321 Pitt Street, Sydney NSW 2000

Dated: 21/8/24

Representative of employees

Name: Melissa Donnelly

Role: CPSU National Secretary

Address: 2/54 Foveaux Street, Surry Hills, NSW, 2010

Dated: 22 August 2024

Representative of employees

Name: Francis Walter Filler

Employee bargaining representative

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Dated:21/08/2024

Representative of employees

Name: Liz Bateson

Employee bargaining representative

Address: Parliament House, Canberra ACT 2600

Dated: 22/08/2024

Representative of employees

Name: Catherine Clare Heidrich

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Address: Parliament House, Canberra ACT 2600

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Representative of employees

Name: Mary von Marburg

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Dated: 22/08/2024

Representative of employees

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Dated: 22/08/2024

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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 2024-27*.

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 the MOP(S) Act, at the classifications listed in Attachments A, B and C (employees).

2.2 Subject to their compliance with the requirements of the Fair Work Act, the following employee organisations are covered by this Agreement:

(a) the Community and Public Sector Union (PSU Group) (CPSU),

(b) the Australian Services Union SA & NT Branch, and

(c) the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Serviced Union (also known as United Services Union (USU)).

3 Nominal expiry date

3.1 This agreement will commence operation seven days after approval by the Fair Work Commission and will nominally expire on 5 August 2027.

4 No further claims

4.1 The parties to this Agreement agree that they will not make any further, extra or additional claims that affect employees' terms and conditions of employment over the life of the Agreement, except as permitted through variation of the Agreement in accordance with the Fair Work Act.

4.2 Nothing in this clause is intended to, or does, restrict, limit or inhibit the powers under the *Members of Parliament (Staff) Act 1984 Act (Cth)* (MOP(S) Act) to determine, amend or vary terms and conditions of employment.

5 Guidelines

5.1 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 and no reference to policies, procedures and/or guidelines (either generally or specifically) is intended to (or does) incorporate these documents into the 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.

5.2 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.

5.3 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.

6 Parliamentary Workplace Support Service

6.1 The Parliamentary Workplace Support Service (PWSS) has been created under the *Parliamentary Workplace Support Service Act 2023 (Cth)* to, among other things, perform important functions relating to human resources, workplace support, complaint resolution, consultation, education and training and policy development in relation to employees engaged under the MOP(S) Act.

6.2 PWSS is available to advise and assist employees in connection with their employment, and provide a wide range of human resource and work health and safety support and guidance to parliamentarians and MOP(S) Act employees.

6.3 PWSS also provides wellbeing support, conflict resolution and early intervention to all Commonwealth Parliamentary Workplace (CPW) participants.

6.4 PWSS has an important role in supporting a safe, respectful and inclusive workplace for all Commonwealth Parliamentary Workplace Participants, including employees covered by this agreement.

6.5 Employees are encouraged to obtain, and use, any and all support and assistance that PWSS makes available.

7 Classification review

7.1 During the nominal life of this Agreement, the Commonwealth will commission a review of the classification structure used for employees engaged under the MOP(S) Act.

7.2 The Commonwealth will endeavour to take reasonable steps to commence this review as soon as practical as a priority following commencement of this Agreement.

7.3 The Commonwealth will consult with employees regarding the terms of reference, the outcome and the implementation of this review, if any, via the Employee Consultative Group (ECG).

7.4 Subject to consultation with relevant stakeholders and compliance with applicable policies, the Commonwealth will endeavour to take reasonable steps to:

(a) complete this review within 12 months of the commencement of this Agreement; and

(b) complete any associated implementation, if any, within six months following the completion of the review.

8 Employee Consultative Group

8.1 An Employee Consultative Group (ECG) 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).

8.2 The Commonwealth supports the ECG comprising of:

(a) proportionate employee representation (as set out in the ECG Terms of Reference) to be elected by Employees covered by this Agreement;

(b) employer representatives, including a nominee of the Minister and/or representatives from the Department; and

(c) union representatives nominated by each union covered by this Agreement.

8.3 The ECG will be consulted on workplace issues pertaining to employees generally (as opposed to issues relating to individual employees or individual offices), including but not limited to:

(a) proposed changes to, or establishment of, guidelines or policies in relation to the Agreement, where the change affects employees;

(b) the operation and application of the Agreement; and

(c) any other relevant workplace matters.

8.4 The ECG is to meet no less than four times in each complete calendar year over the life of the Agreement, subject to the impact of elections, future enterprise bargaining, caretaker periods, and any other circumstances beyond the parties' control.

8.5 The Minister may determine arrangements to facilitate employee representatives undertaking their roles on the ECG, the Work Health and Safety Committee or as a bargaining representative for MOP(S) Act employees.

8.6 The Commonwealth will work with the Minister to ensure determined arrangements (in accordance with clause 8.5) appropriately support employing Parliamentarians to enable employees to be able to participate in the ECG, the Work Health and Safety Committee or as a bargaining representative for MOP(S) Act employees.

9 Consultation on major changes

9.1 This clause applies if the Commonwealth:

(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

9.2 For a major change referred to in clause 9.1(a):

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

(b) clauses 9.3 to 9.9 apply.

9.3 The relevant employees may designate a representative for the purposes of the procedures in this clause.

9.4 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 Commonwealth of the identity of the representative,

the Commonwealth must recognise the representative.

9.5 As soon as practicable after making the decision, the Commonwealth 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 Commonwealth 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.

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

9.7 The Commonwealth must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.8 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 Commonwealth, the requirements set out in clauses 9.2(a), 9.3 and 9.5 are taken not to apply.

9.9 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 Commonwealth'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

9.10 For a change referred to in paragraph 9.1(b):

(a) the Commonwealth must notify the relevant employees of the proposed change; and

(b) clauses 9.11 to 9.15 apply.

9.11 The relevant employees may designate a representative for the purposes of the procedures in this clause.

9.12 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 Commonwealth of the identity of the representative;

the Commonwealth must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the Commonwealth 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 Commonwealth reasonably believes will be the effects of the change on the employees; and

iii. information about any other matters that the Commonwealth 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).

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

9.15 The Commonwealth must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause 9.

10 Delegates' Rights

10.1 Clause 10 provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.

Note: Under section 350C(4) of the Fair Work Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) of the Fair Work Act if the employer has complied with clause 10.

10.2 In clause 10:

(a) the Commonwealth means **'employer'** of the workplace delegate for the purposes of the MOP(S) Act;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Commonwealth in the enterprise.

10.3 Before exercising entitlements under clause 10, a workplace delegate must give the Commonwealth, via the Department, written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Commonwealth with evidence that would satisfy a reasonable person of their appointment or election.

10.4 An employee who ceases to be a workplace delegate must give written notice to the Commonwealth, via the Department, within 14 days.

10.5 *Right of representation*

A **workplace** delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the Commonwealth under which eligible employees are entitled to be represented and which concerns their industrial interests.

10.6 *Entitlement to reasonable communication*

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 10.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

10.7 *Entitlement to reasonable access to the workplace and workplace facilities*

(a) The Commonwealth must provide a workplace delegate with access to or use of the following workplace facilities:

i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

ii. a physical or electronic noticeboard;

iii. electronic means of communication ordinarily used in the workplace by the Commonwealth to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

iv. a lockable filing cabinet or other secure document storage area; and

v. office facilities and equipment including printers, scanners and photocopiers.

(b) The Commonwealth is not required to provide access to or use of a workplace facility under clause 10.7(a) if:

i. the workplace does not have the facility;

ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

iii. the Commonwealth does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

10.8 *Entitlement to reasonable access to training*

The Commonwealth must provide a workplace delegate with access to up to five days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the Commonwealth is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

i. full-time or part-time employees; or

ii. regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the Commonwealth not less than five weeks' notice (unless the Commonwealth and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the Commonwealth, the workplace delegate must provide the Commonwealth with an outline of the training content.

(f) The Commonwealth must advise the workplace delegate not less than two weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within seven days after the day on which the training ends, provide the Commonwealth with evidence that would satisfy a reasonable person of their attendance at the training.

10.9 *Exercise of entitlements under clause 10*

(a) A workplace delegate's entitlements under clause 10 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

i. comply with their duties and obligations as an employee;

ii. comply with the reasonable policies and procedures of the Commonwealth, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

iii. not hinder, obstruct or prevent the normal performance of work; and

iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 10 does not require the Commonwealth to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 10 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

Note: Under section 350A of the Fair Work Act, the Commonwealth must not:

i. unreasonably fail or refuse to deal with a workplace delegate; or

ii. knowingly or recklessly make a false or misleading representation to a workplace delegate; or

iii. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Fair Work Act or clause 10.

11 Definitions

11.1 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 37, including travel on official business.

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

"APS" means the Australian Public Service.

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

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

"casual employee" means an employee engaged under the MOP(S) Act and who is engaged in accordance with the definition for casual employee in the Fair Work Act.

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

"child" means a biological child, adopted child, foster child, stepchild, or ward.

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

"the Commonwealth" means the employer of employees for the purposes of the MOP(S) Act.

"CSS" means the Commonwealth Superannuation Scheme.

"de facto partner" means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

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

"dependant" means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee, but for whom the employee provides substantial financial support.

"electorate employee" means an employee under the MOP(S) Act in an Electorate Officer classification referred to in Attachment C.

"employee representative" a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement. An employee representative may be a union or a union representative.

"electorate support budget" means the annual budget allocated to each Parliamentarian for the employment of electorate employees and travel on official business by electorate employees and nominated personal employees.

"employing Parliamentarian" refers to the Parliamentarian who employs a particular employee under the MOP(S) Act.

"employee organisation" has the meaning given by section 12 of the Fair Work Act.

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

"enterprise" has the meaning given by section 12 of the Fair Work Act.

"established position" means a personal or electorate employee position allocated to a Parliamentarian under arrangements approved by the Prime Minister or Minister under section 12 the MOP(S) Act against which the Parliamentarian 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 37.

"family and domestic violence" has the same meaning as the Fair Work Act.

"general salary adjustments" means the salary adjustments at clause 21.3.

"Guideline or Guidelines" refers to the policies, procedures and guidelines under clause 5 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;

(c) a member of the employee's household; and

(d) 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.

"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 their 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 14, 16 or 17 of the MOP(S) Act.

"parental leave" includes paid and unpaid leave, as set out at clause 55.

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

"partner" means a spouse or de facto partner.

"personal employee" means an employee who is:

(a) employed under the MOP(S) Act and is not an electorate employee; and

(b) employed by a Minister on behalf of the Commonwealth as a Personal employee (Ministerial); or

(c) employed by an office-holder (other than a Minister may), on behalf of the Commonwealth as a Personal employee (non-Ministerial).

"primary caregiver", for the purposes of the parental leave clause, means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

"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.

"secondary caregiver", for the purposes of the parental leave clause, means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

"senior personal employee" means a personal employee in a classification referred to in Attachment A.

"severance benefits" include additional severance benefits under clause 74 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 73.2.

"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 Parliamentarian 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 Parliamentarian that the employee will return to the office of the first Parliamentarian.

"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 Parliamentarian.

"this Agreement" means the *Commonwealth Members of Parliament Staff Enterprise Agreement 2024-27*.

"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 Parliamentarian or a different employing Parliamentarian .

"work base" refers:

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

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

"workplace delegate" has the meaning given by section 350C(1) of the Fair Work Act.

12 Interpretation

12.1 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.

12.2 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.

B EMPLOYMENT OPTIONS

13 Type of employment

13.1 Employees covered by this Agreement may be employed on an ongoing, non-ongoing or casual basis.

13.2 An agreement to employ a person on any of these bases must be in writing between the Parliamentarian and the employee and in accordance with the MOP(S) Act.

13.3 An employee employed by one Parliamentarian 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 Parliamentarian 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.

13.4 Notwithstanding clause 13.3 above, if an employee is employed by more than one Parliamentarian, the employee is considered to have a separate employment with each of those Parliamentarian for all purposes under this Agreement.

13.5 Further information can be found in the Guideline 'Ongoing, non-ongoing and casual employment'.

14 Probation

14.1 New ongoing employees are appointed on a period of probation of up to three months.

14.2 An employing Parliamentarian may waive the probationary period in writing, and must notify the employee of the waiver.

14.3 An employing Parliamentarian 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.

14.4 A non-ongoing employee may be engaged with a maximum probation period of three months at the discretion of the employing Parliamentarian.

14.5 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.

15 Ongoing

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

15.2 Ongoing employees may be employed on a full-time or part-time basis.

15.3 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.

15.4 The hours of employment of an ongoing part-time employee by a Parliamentarian 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 37. The employee will continue to be considered as an ongoing employee for the purposes of employment conditions under this Agreement.

16 Non-ongoing

16.1 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:

(a) more than 12 months against an established position, or

(b) extend beyond the relevant financial year if employed against the electorate support budget.

16.2 Non-ongoing employees may be employed on a full–time or part–time basis.

17 Casual

17.1 A casual employee is an employee who is engaged in accordance with the definition of casual employee in the Fair Work Act.

17.2 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 Parliamentarian.

17.3 A casual employee shall be engaged for at least three hours per engagement, or paid for a minimum of three hours per engagement, at the applicable rate. The Minister may approve individual arrangements on written request from an employing Parliamentarian.

17.4 Casual employment will be worked in accordance with an employment agreement between the employee and the employing Parliamentarian, which specifies that the basis of employment of the employee during the period of the employment agreement will be as a casual employee.

17.5 Each casual employment agreement (as described in clause 17.4) will be for a maximum period of 12 months. However, each day (or part-day) worked by a casual employee will constitute a separate engagement. Nothing in this clause is intended to (or does) restrict, limit or impede the entering into of consecutive casual employment agreements.

17.6 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 23, plus

an additional 25 per cent casual loading in lieu of access to the following entitlements:

(a) paid leave, with the exception of both long service leave which will be provided in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and miscellaneous paid leave for family and domestic violence in accordance with this Agreement;

(b) payment for public holidays on which they are not rostered to work;

(c) salary increments under clause 23.8;

(d) payment of overtime loadings;

(e) electorate staff allowance (including the Nominated Traveller Allowance);

(f) personal staff allowance;

(g) community language allowance;

(h) retention payments;

(i) corporate responsibility allowance;

(j) time off in lieu;

(k) notice of termination of employment;

(l) severance benefits and career transition payments; and

(m) any other entitlements otherwise not accessible to casual employees under the Fair Work Act.

17.7 Administrative arrangements relating to payment for casuals is outlined in the Guideline 'Ongoing, non-ongoing and casual employment'.

18 Flexible working arrangements and working from home

Principles

18.1 The Commonwealth supports, in principle, employees making use of flexible working arrangements and working from home arrangements where appropriate and practical.

18.2 However, the parties to this Agreement acknowledge that the unique requirements of MOP(S) Act employment, the needs of Parliamentarians and the requirements of a parliamentary workplace mean that for many roles working from home is not possible and/or the opportunities for flexible working arrangements are limited.

18.3 The sections of this clause are not intended to (and do not) restrict, limit or inhibit the discretion of Parliamentarians in how they manage their offices and staff.

Flexible working arrangements

18.4 The Commonwealth supports employees reaching an agreement with their individual Parliamentarian that meets the specific needs of both the Parliamentarian and the employee.

18.5 An employee may make a request for flexible working arrangements to their employing Parliamentarian. The Parliamentarian may agree (or not) to any request and a response must be provided in writing to say whether they are approving or refusing the request or setting out agreed alternative arrangements within 21 days.

18.6 PWSS is available to support employees and Parliamentarians in seeking to reach an agreement, or facilitate these discussions, if required.

Working from home arrangements

18.7 The Commonwealth supports employees reaching an agreement with their individual Parliamentarians as to working from home arrangements that meet the specific needs of both the Parliamentarian and the employees.

18.8 An employee may make a request for working from home arrangements to their employing Parliamentarian. The Parliamentarian may agree (or not) to any request and a response must be provided in writing to say whether they are approving or refusing the request or setting out agreed alternative arrangements within 21 days.

18.9 PWSS is available to support employees and Parliamentarians or facilitate these discussions, in seeking to reach an agreement if required.

18.10 Arrangements for working from home are subject to approval by the Minister or an authorised delegate (in accordance with the MOP(S) Act).

18.11 Further information can be found in the Guideline 'Working from home'.

19 Individual flexibility

19.1 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; and

(n) work bases.

19.2 The individual flexibility arrangement must meet the genuine needs of the Minister, on behalf of the Commonwealth, and the employee.

19.3 The individual flexibility arrangement must be genuinely agreed to by the Minister, on behalf of the Commonwealth, and the employee.

19.4 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.

19.5 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 their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

19.6 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.

19.7 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

20 Payment of salary

20.1 Employees will be paid fortnightly in arrears, by electronic funds transfer (EFT) into an Australian financial institution account of the employee's choice.

20.2 Annual salary and allowances are converted to fortnightly amounts by the following formula:

Fortnightly amount = annual amount x 12 ÷ 313

21 Salary adjustments

21.1 Salary rates are set out in Attachments A, B and C of this Agreement.

21.2 The salary rates set out in Attachments A, B and C have incorporated the increases to salary set out in clause 21.3 below.

21.3 The base salary rates will be:

(a) adjusted by 4.0 per cent effective from 5 August 2024, payable only to employees employed under the MOP(S) Act on commencement of this agreement;

(b) adjusted by 3.8 per cent effective from 5 August 2025; and

(c) adjusted by 3.4 per cent effective from 5 August 2026.

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

22 Classification structures and salary ranges

22.1 The classification structure and salary ranges for:

(a) senior personal employees are as shown at Attachment A;

(b) personal employees, other than senior personal employees, are as shown at Attachment B; and

(c) electorate employees are as shown at Attachment C.

22.2 An employing Parliamentarian 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.

23 Salary setting and progression

Salary on appointment or engagement

23.1 The employing Parliamentarian may appoint an ongoing electorate or personal employee, or engage a new non-ongoing electorate or personal employee, other than senior personal employees, 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.

23.2 For the purposes of clause 23.1, 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.

23.3 The employing Parliamentarian may engage a casual employee, other than senior personal employees, at any salary point within the classification to which the engagement is made.

Salary on promotion

23.4 The employing Parliamentarian may set the salary of an employee, other than senior personal employees, who is promoted, to any salary point within the respective classification higher than the employee's existing salary.

Salary on transfer

23.5 Other than senior personal employees, 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 23.12.

Senior personal employees

23.6 Unless otherwise provided by the Prime Ministers, the employing Parliamentarian may appoint ongoing senior personal employees, engage non-ongoing or casual senior personal employees, or set the salary for senior personal employees who are promoted or transferred:

(a) for senior personal employees (Ministerial): to the salary point as approved by the Prime Minister; and

(b) for senior personal employees (non-Ministerial): to any salary point

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

Competency assessment

23.7 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 Parliamentarian,

be moved to the next Electorate Officer classification. However, at any time, only one employee of an employing Parliamentarian can be at the next Electorate Officer classification as a result of the process undertaken under this clause.

Salary increment

23.8 Subject to clause 23.9, 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.

23.9 An employee will be eligible to advance to the next point in the relevant salary band under clause 23.8 where:

(a) the employee commenced at the current salary point prior to 1 March in that year;

(b) six months of aggregate Eligible Service at or above the relevant classification level during the most recent year; and

(c) the employee's performance has not been reported in writing to the Department as being unsatisfactory by their employing Parliamentarian prior to the salary advancement.

23.10 Eligible Service for the purposes of this clause is:

(a) periods of paid leave and unpaid parental leave;

(b) periods of unpaid leave that are deemed to count as service; and

(c) service while employed on an ongoing and non-ongoing basis.

23.11 During a period of unpaid parental leave, employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.

Salary advancement

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

23.13 Further information can be found in the Guideline 'Salary setting and progression'.

24 Temporary transfer – internal (higher duties allowance)

24.1 An employing Parliamentarian 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.

24.2 For the purposes of clause 24.1, 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.

24.3 Except as provided at clause 24.6, temporary transfer of an employee must occur for a minimum period of two weeks.

24.4 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.

24.5 Employees who are temporarily transferred to the classifications of Senior Adviser 1-5 will be paid private vehicle allowance as set out at clause 30.2.

24.6 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.

24.7 Further information can be found in the Guideline 'Salary setting and progression'.

25 Retention payment

25.1 Ongoing and non-ongoing employees will be eligible for an annual retention payment on 1 November 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 2 November of the previous year to 1 November of the current year (the qualifying period).

25.2 The retention payment will be paid as soon as practicable after the eligibility date.

25.3 Recognised prior service under clauses 58.1 and 58.2 will count as continuous employment and the break in service does not break the period of continuous employment for the retention payment.

25.4 The retention payment will be one per cent of salary plus the following allowances, if payable to the employee at 1 November of the qualifying period:

(a) personal staff allowance;

(b) electorate staff allowance (including the nominated traveller allowance);

(c) community language allowance;

(d) the allowance for drivers of a former Prime Minister no longer in the Parliament;

(e) corporate responsibility allowance; and

(f) higher duties allowance, where the employee has been paid higher duties allowance at that classification or higher during the entire qualifying period.

25.5 Where an employee is on temporary transfer – external at 1 November, 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.

25.6 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 37.3.

25.7 The retention payment will not be payable where the employee has been on unpaid leave for more than 8 months of the qualifying period. The payment in this circumstance is not pro rata.

25.8 For the first year that this retention payment is due to be paid, the payment will be made for the period 20 June 2024 to 1 November 2024 pro rata. A full retention payment cycle in accordance with this clause will commence thereafter.

26 Community Language Allowance

26.1 An eligible ongoing or non-ongoing employee will be paid a community language allowance (CLA) where:

(a) the employing Parliamentarian determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including a First Nations language and Auslan) in the course of their work; and

(b) the employee meets the required level of competency prescribed by PWSS.

26.2 Casual employees are not eligible for CLA.

26.3 The value of the CLA is provided at Attachment D.

26.4 CLA is calculated annually and paid fortnightly.

26.5 CLA is payable in full, regardless of working arrangements or working hours, for employees who are eligible to receive it.

26.6 CLA is payable during periods of paid leave.

26.7 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.

27 Salary packaging

27.1 Salary packaging is available to:

(a) ongoing employees; and

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

27.2 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 Parliamentarian or the Department.

27.3 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.

27.4 Within six months of commencement of this Agreement, in house 'fee-free' salary sacrifice arrangements for superannuation purposes only will be in place.

27.5 Salary packaging is otherwise available in accordance with any applicable guidelines or programs as developed and adopted from time to time.

28 Superannuation

28.1 Subject to clause 29.2, where employer contributions are made to eligible funds, including the PSSap, or otherwise in accordance with the *Superannuation Guarantee (Administration) Act 1992* (SG Act), the Commonwealth will provide contributions, calculated on the employee's ordinary time earnings, of 15.4 per cent.

28.2 Compulsory employer contributions will be made in accordance with any applicable legislation and fund requirements.

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

28.4 An employee on parental leave, including paid and unpaid parental 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.

29 Superannuation allowance

29.1 Subject to clause 29.6, an ongoing employee whose employer superannuation is paid under the SG Act may elect in writing to be paid a superannuation allowance each fortnight as a percentage of their ordinary time earnings (as defined for superannuation purposes) for that fortnight, not including the superannuation allowance. The percentage for the calculation of this allowance will be the difference between the super guarantee percentage as advised by the ATO, and the superannuation

contribution percentage specified in the Deed to establish the PSSap. At the time of the commencement of the Agreement this percentage is 3.9640 per cent.

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

29.2 Where an election is made under clause 29.1, clause 28.1 does not apply. The employee will be paid employer superannuation contributions as required under the SG Act.

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

29.4 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.

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

29.6 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.

30 Private-plated vehicle or allowance

30.1 Senior personal employees with the classifications of Senior Adviser 1-5 are entitled to be provided with a private-plated vehicle for private and business use **or** to receive a private-plated vehicle allowance (PPVA) of $25,082 per annum.

30.2 Where senior personal employees are:

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

(b) temporarily transferred to an eligible senior personal employee 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 30.1 will be for PPVA only.

30.3 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.

30.4 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.

30.5 Further information can be found in the Guideline 'Private-plated vehicles'.

31 Relocation expenses

31.1 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.

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

32 Reimbursement for loss or damage to clothing or personal effects

32.1 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.

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

33 Discretionary payments

33.1 The Minister may approve additional payments, as necessary, in any case where an employee would be otherwise financially disadvantaged in the performance of their work. Further information will be provided in accordance with any applicable guideline as developed and adopted from time to time.

34 Supported Wage System

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

35 Recovery of debts and overpayments

35.1 Subject to clause 35.5, a verified 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.

35.2 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.

35.3 In circumstances where a debt is owed by an employee to the Commonwealth for an overpayment:

(a) the impacted employee will be advised, in writing, of this occurring;

(b) the employee has 28 days from notification to dispute the debt or overpayment;

(c) no interest will be charged by the Commonwealth on overpayments or any debts that have arisen directly due to the erroneous action(s) of the Commonwealth that were not induced by an employee's actions; and

(d) interest on any other debts will be dealt with as determined to be appropriate by the Commonwealth, having regard to the circumstances.

35.4 Nothing in this clause is intended to (or does) restrict, limit or inhibit the Commonwealth's ability to investigate, recover or pursue monies (or other financial advantage) obtained by an employee in their employment (either directly or indirectly) by way of fraud, misconduct or other inappropriate and/or unlawful actions.

35.5 Any recovery will be made in accordance with the requirements of the Fair Work Act.

35.6 Nothing in this clause is intended to limit the Commonwealth's rights to recover any overpayment or debt in the event of the end of an employee's employment.

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

36 Payment on death

36.1 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 they ceased employment through resignation otherwise than by death on that date.

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

36.3 Subject to clause 36.4, payment will be made to the former employee's executor or legal personal representative.

36.4 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

37 Ordinary hours of duty

37.1 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 8.00am and 6.00pm, Monday to Friday.

37.2 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 Parliamentarian at the commencement of employment, or as varied from time to time by agreement in writing with the employing Parliamentarian.

37.3 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 37.2) when compared to full-time hours, unless otherwise required by legislation.

37.4 An employee may agree with their employing Parliamentarian that some part of the ordinary hours of duty (as specified in clauses 37.1 or 37.2) may be worked on a regular or occasional basis outside the span of 8.00am to 6.00pm, Monday to Friday.

37.5 An employee's ordinary times of commencement and cessation of duty within the span of their ordinary hours will be determined by the employing Parliamentarian 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 Parliamentarian and the employee.

37.6 Further information can be found in the Guideline 'Part-time work'.

38 Additional hours

38.1 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 37 on a regular basis.

38.2 Additional hours of work, over and above the ordinary hours of duty as specified in clause 37, are recognised and compensated through:

(a) personal staff allowance, in accordance with clause 39;

(b) nominated traveller allowance, in accordance with clause 40;

(c) electorate staff allowance, in accordance with clause 41;

(d) time off in lieu, in accordance with clause 42; or

(e) for drivers employed by former Prime Ministers no longer in the Parliament, the allowance in accordance with clause 43.

38.3 There is no entitlement to the payment of overtime loadings for employees under this Agreement.

38.4 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.

38.5 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

39 Personal staff allowance – personal employees

39.1 A three-tiered personal staff allowance (PSA) is payable to personal employees in recognition of, and as compensation for, reasonable additional hours of work.

39.2 PSA will be adjusted in line with the salary at Attachment D.

39.3 PSA prior to commencement of this Agreement is set out at Attachment D.

39.4 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 57. 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.

39.5 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.

39.6 PSA is calculated on a pro rata basis for part-time employees, in accordance with clause 37.3.

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

39.8 Personal employees who are not in receipt of PSA may access time off in lieu in accordance with clause 40.

39.9 PSA is not payable to casual employees.

39.10 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.

39.11 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.

39.12 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.

39.13 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

40 Nominated Traveller Allowance (NTA)

40.1 A nominated traveller is an employee nominated by their Parliamentarian in accordance with a determination of the Minister (or their delegate) under the MOP(S) Act.

40.2 The nominated traveller will be provided with an allowance of 12 levels of Electorate Staff Allowance (ESA) in accordance with clause 41, from within the employing Parliamentarian's total ESA cap as determined below:

(a) 66 (54 levels of ESA and 12 levels of NTA) for a Parliamentarian with two additional Electorate Officer positions allocated for second and third official electorate offices.

(b) 62 (50 levels of ESA and 12 levels of NTA) for a Parliamentarian with an additional Electorate Officer position allocated for a second official electorate office; or

(c) 58 (46 levels of ESA and 12 levels of NTA) for other Parliamentarians.

40.3 Where an employing Parliamentarian is eligible for the Commonwealth to reimburse a proportion of the costs of a privately leased office, the employing Parliamentarian may allocate up to two more ESA levels in addition to the employing Parliamentarian's total ESA cap specified in clause 40.2.

40.4 The nominated traveller may receive additional levels of ESA up to the maximum cap set out below:

(a) 16 levels of ESA (inclusive of the NTA) to employees, or

(b) 18 levels of ESA (inclusive of the NTA) to one employee, with the remaining employees capped at 16 levels of ESA, where a Parliamentarian has a large electorate (two electorate offices); or

(c) 18 levels of ESA (inclusive of the NTA) to two employees, with the remaining employees capped at 16 levels of ESA, where a Parliamentarian has an extra-large electorate (three electorate offices).

40.5 The employing Parliamentarian may only re-allocate the NTA where there is a change to the nominated traveller in accordance with clause 40.1. Only the nominated traveller is eligible to receive the NTA.

40.6 Where a nominated traveller elects to receive time off in lieu of ESA (including the NTA, if applicable) the 12 levels of NTA are not returned to the Parliamentarian's total cap (refer clause 40.2) and are not available to be reallocated to other employees.

41 Electorate staff allowance – electorate employees

41.1 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.

41.2 An employee in receipt of ESA will work additional hours as agreed with the employing Parliamentarian, including on public holidays as required in accordance with clause 57. 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.

41.3 ESA may be allocated to an employee against a position, the electorate support budget, or a combination of the two. The employing Parliamentarian 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.

Triggers for allocation and reallocation

41.4 Consultation should be considered by a Parliamentarian at any time when there is a change in their expectations about additional hours of work or travel outside of business hours, or the allocation of ESA changes (including for NTA), to ensure that these expectations remain transparent.

41.5 Subject to clauses 40.2, 40.3 and 40.4, the employing Parliamentarian may allocate the level of ESA for each employee where:

(a) they commence as a Senator or Member of the House of Representatives;

(b) a new financial year has commenced;

(c) an office restructure involving a change in the classification of Electorate Officer positions is undertaken;

(d) an employee commences or ceases a temporary transfer – external or period of approved leave, of three months or longer;

(e) they are appointed as, or cease to be, a Minister or Parliamentary Secretary;

(f) there is a change to the nominated traveller; or

(g) 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.

41.6 Where an employee takes a period of paid leave of three months or longer:

(a) the employee will be paid the ESA (including any NTA, if applicable) they received on the day prior to commencing leave (subject to leave at reduced pay); and

(b) the levels of ESA (including any NTA, if applicable) paid to that employee are not counted towards the total allocation of ESA levels in the office.

41.7 When an employee returns from leave of three months or longer, the employee will have the number of levels of ESA (including any NTA, if applicable) allocated to them reduced, if required, so that the total number of ESA levels is within the caps determined by clauses 40.2, 40.3 and 40.4.

41.8 The employing Parliamentarian may allocate any unallocated ESA to an employee at any time, subject to clause 40.2, 40.3, 40.4 and 40.6. An agreement to allocate ESA may not be retrospective where it disadvantages another employee.

41.9 With the exception of the NTA for the nominated traveller (unless the nominated traveller elects to receive time off in lieu instead of the NTA of ESA), the employing Parliamentarian and an electorate employee may agree at any time that the ESA allocated to the employee is to be reduced or ceased.

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 Parliamentarian reduces the expected additional hours of work of an employee.

41.10 The ESA allocation (including NTA, if applicable) of an employee may not be changed during a period that the termination of employment of the employee is deferred under section 14 of the MOP(S) Act.

Payment of ESA and NTA

41.11 ESA and NTA are not paid on a pro rata basis for part-time employees. The full allocated amount of ESA and NTA is paid.

41.12 ESA and NTA will be adjusted in line with the general salary adjustments. ESA prior to commencement of this Agreement is set out at Attachment D.

41.13 ESA and NTA are paid fortnightly in arrears including during periods when the employee is on paid leave.

41.14 In accordance with clause 42, Electorate employees who are not in receipt of ESA and NTA may access time off in lieu.

41.15 ESA and NTA are not payable to casual employees.

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

41.17 ESA and NTA are 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.

41.18 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

42 Time off in lieu

42.1 Time off in lieu (TOIL) in recognition of additional hours worked above the ordinary hours of duty as specified in clause 37 may be available to:

(a) employees, other than casual employees and those in receipt of PSA, ESA (including the NTA), and

(b) the employees of former Prime Ministers no longer in Parliament, other than drivers and casual employees.

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

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

42.4 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

43 Allowance for drivers employed by former Prime Ministers

43.1 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 37.

43.2 The allowance set out in clause 43.1 will be adjusted in line with the general salary adjustments. The allowance prior to commencement of this Agreement is set out at Attachment D.

43.3 The allowance is calculated on a pro rata basis for part-time employees, in accordance with clause 37.3.

43.4 The allowance is paid fortnightly in arrears including during periods when the employee is on paid leave.

43.5 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.

43.6 The allowance is not payable to casual employees.

43.7 Where an employee is a member of the CSS or PSS, the employee may elect not to include the allowance set out in clause 43.1 as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.

43.8 Further information can be found in the Guideline 'Additional hours, related allowances and TOIL'.

E LEAVE

44 Leave applications

44.1 An employee must submit a leave application to their employing Parliamentarian as soon as practicable for any absence on leave, other than time off in lieu in accordance with clause 42.

45 Annual leave

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

45.2 Part-time employees are entitled to pro rata annual leave in accordance with clause 37.3.

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

45.4 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.

45.5 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 five 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 five 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.

45.6 The value of annual leave cashed out under clause 45.5 will be the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

45.7 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 Parliamentarian 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 Parliamentarian.

45.8 Subject to clause 59.3, 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.

45.9 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.

45.10 Annual leave is not accrued by casual employees.

45.11 If annual leave is cancelled, or an employee is otherwise directed to come back to work while on leave, the employee will have their cancelled annual leave recredited.

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

46 Personal/carer's leave

46.1 Full-time employees are entitled to 18 days' personal/carer's leave at full pay per year of service to be used in accordance with clause 46.3.

46.2 Part-time employees are entitled to a pro rata accrual of personal/carer's leave in accordance with clause 37.3.

46.3 An employee may access personal/carer's leave for the following reasons:

(a) a personal illness or injury; or

(b) to attend appointments with a registered health practitioner;

(c) to manage a chronic condition; and/or

(d) to provide care or support for a family member (including a household member) or a person they have caring responsibilities because:

i. of a personal illness or injury affecting the other person; or

ii. of an unexpected emergency affecting the other person.

Note: For the purposes of subclause 46.3(d) a person that an employee has caring responsibilities for may include a person who needs care because they:

iii. have a medical condition (chronic or otherwise), including when they are in hospital;

iv. have a mental illness;

v. have a disability;

vi. are frail or aged; and/or

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

46.4 Personal/carer's leave will be cumulative and, except as adjusted for the recognition of prior service, portability of leave and leave without pay, will accrue in accordance with clause 46.11.

46.5 All applications for personal/carer's 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 Parliamentarian, in accordance with the Fair Work Act. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for personal/carer's leave.

46.6 Acceptable evidence for the purposes of personal/carer's leave includes:

(a) a certificate from a registered health practitioner;

(b) a statutory declaration; or

(c) another form of evidence approved by the employing Parliamentarian.

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

46.8 If an employee who has exhausted their personal/carer's leave entitlement 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 47.

46.9 Unused personal/carer's leave will not be paid out on termination of employment.

46.10 Personal/carer's leave is not accrued by casual employees.

46.11 Personal/carer's leave will accrue as follows:

(a) Upon the commencement of the Agreement, all existing ongoing and non-ongoing employees will receive an additional three days personal/carer's leave (pro-rata for part-time employees) and will transition to daily accrual on their next accrual date/anniversary, subject to an annual cap of 18 days;

(b) For new ongoing and non-ongoing employees, 18 days of personal/carer's leave will be credited upon the employee's commencement of employment under the MOP(S) Act. On their next accrual/anniversary date, the employee's leave will accrue daily, and be credited at least monthly; and

(c) New employees who have a personal leave balance recognised through prior service or portability of leave will accrue daily, and will be credited at least monthly, from the date of commencement of

MOP(S) Act employment or on their next anniversary from their previous employer, whichever is applicable.

46.12 Casual employees are not entitled to personal leave. However casual employees may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days' unpaid carer's leave per occasion in accordance with the Fair Work Act.

46.13 Further information can be found in the Guidelines 'Leave and public holidays' and 'Recognition of prior service'.

47 Unpaid carer's leave

47.1 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 as set out in clause 46.3(d).

47.2 The entitlement in clause 47.1 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 37.3.

47.3 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 46 during the period.

47.4 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.

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

48 Compassionate leave

48.1 Employees will be eligible for three days of paid compassionate leave for each occasion when:

(a) a member of the employee's immediate family (including a member of their household) or someone they have a close personal relationship with contracts, develops, or sustains a life threatening illness or injury; or

(b) the employee or their partner has a miscarriage.

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

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

48.4 For casual employees, compassionate leave is unpaid in accordance with the provisions of the Fair Work Act.

48.5 The entitlements in clauses 48.1 apply to full-time and part-time employees, and are not subject to a pro rata in accordance with clause 37.3.

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

49 Bereavement leave

49.1 Employees will be eligible for three days of paid bereavement leave for each occasion when:

(a) a member of the employee's immediate family (including a member of their household) or someone they had a close personal relationship with dies; or

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

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

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

49.4 Casual employees are entitled to unpaid bereavement leave in accordance with the provisions of the Fair Work Act.

49.5 The entitlements in clauses 49.1 apply to full-time and part-time employees, and are not subject to a pro rata in accordance with clause 37.3.

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

50 Community service leave

50.1 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.

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

51 Miscellaneous leave

51.1 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 Parliamentarian, or approval in accordance with arrangements approved by the Minister (if any); or

(b) for all other absences – approval by the employing Parliamentarian and PWSS.

51.2 Any continuous period of leave without pay greater than 30 calendar days will not count as service for annual leave or personal/carer's leave purposes.

51.3 Paid miscellaneous leave may be provided to casual employees for the purpose of family and domestic violence leave or otherwise by government directive. See also the entitlement to family and domestic violence entitlements at clause 71.

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

52 Cultural, ceremonial and NAIDOC leave

NAIDOC Leave

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

52.2 This leave can be taken in part days. This leave is in addition to compassionate and bereavement leave as set out in this Agreement.

First Nations Ceremonial Leave

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

52.4 Additional ceremonial leave may be approved for these purposes as miscellaneous leave, with or without pay, as determined to be appropriate by the delegate in PWSS.

52.5 This leave can be taken as part days.

52.6 This leave is in addition to compassionate and bereavement leave as set out in this Agreement.

Cultural Leave

52.7 An employee may be granted up to three days of paid leave per calendar year for the purposes of attending significant religious or cultural obligations associated with the employee's particular faith or culture.

52.8 Additional cultural leave may be approved for these purposes as miscellaneous leave, with or without pay, as determined to be appropriate by the delegate.

52.9 This leave can be taken as part days.

52.10 This leave does not cover any purposes, obligations, events or activities that are captured by First Nations Ceremonial Leave (as described in clause 52.3).

53 Other leave

53.1 Full pay non-accruing leave may be granted to employees, other than casual employees, subject to approval by the employing Parliamentarian, for absences associated with:

(a) Defence Force service;

(b) participation in major international multi-disciplinary sporting events;

(c) courses of study approved under clause 65.3;

(d) war service sick leave; and

(e) political exchange leave.

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

54 Long service leave

54.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).

54.2 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.

54.3 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.

54.4 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.

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

55 Parental Leave

55.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

55.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental

leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

55.3 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

55.4 Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

55.5 An employee is entitled to parental leave with pay as per clauses 55.7 and 55.8 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

55.6 Employees newly engaged or who have moved to employment under the MOP(S) Act from another APS or Commonwealth employer are eligible for the paid parental leave in clauses 55.7 and 55.8 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 55.7 and 55.8, the balance is available to the employee.

55.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary caregivers – circumstances for paid parental leave

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

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

Table 2: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this Agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

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

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

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

55.12 **Termination of employment under the MOP(S) Act**: If an employee's employment is terminated in accordance with section 14 of the MOP(S) Act:

(a) during a period while the employee is absent from duty and is receiving pay in accordance with clauses 55.7 and 55.8; or

(b) for a pregnant employee, within the period commencing six weeks prior to the expected date of birth of the child, but before the commencement of parental leave,

then

(c) the employee is entitled to receive a payment equal to:

i. the amount the employee would have been entitled to in accordance with clauses 55.7 and 55.8 had the employee's employment not been terminated; less

ii. any payment the employee has already received in accordance with clauses 55.7 and 55.8 for that period of absence from duty.

For the avoidance of doubt, for a non-ongoing employee, this amount will be no more than they would have received if their contract had reached its date of cessation.

55.13 If an employee:

(a) receives a payment in accordance with 55.12; and

(b) after the employee's employment is terminated, receives paid leave in accordance with the ML Act or additional paid parental leave from another Commonwealth 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 55.7 and 55.8 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 55.7 and 55.8 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 parental leave under clauses 55.7 and 55.8 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 53.15(b) from any payment the Commonwealth is required to make to the employee or as a debt to the Commonwealth.

Adoption and long-term foster care

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

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

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

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

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

Stillbirth

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

55.17 A stillborn child is a child:

(a) who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;

(b) who has not breathed since delivery; and

(c) whose heart has not beaten since delivery.

55.18 These entitlements are in addition to compassionate and bereavement leave for stillbirths provided under the Fair Work Act and this Agreement.

Pregnancy loss leave

55.19 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

55.20 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the Fair Work Act and this agreement.

Premature birth leave

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

Transitional provisions

55.22 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 55.20 until after the legislated paid maternity leave is used.

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

56 Leave without pay

56.1 Leave without pay may be granted to employees subject to approval by the employing Parliamentarian.

56.2 Leave without pay will not count as service for any purpose, except as otherwise required by legislation or provided in this Agreement.

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

57 Public holidays and annual closedown

57.1 An employee is entitled to absent themself 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, 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) Birthday of the Sovereign, 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.

57.2 By agreement between the employee and employing Parliamentarian, an employee may substitute a different day in lieu of a public holiday identified in clause 57.1 of the Agreement.

57.3 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.

57.4 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 Parliamentarian.

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

58 Prior service

58.1 An employee who:

(a) ceases to be employed under section 14 and 16 of the MOP(S) Act;

(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 their employment:

i. in lieu of accumulated annual leave (if any) and as severance benefits, will have their immediately preceding period of employment under 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 their current period of employment; or

ii. in lieu of accumulated annual leave (if any), will have their immediately preceding period of employment under 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 their current period of employment; or

iii. as severance benefits, will have their immediately preceding period of employment under 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 their 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 73.6.

58.2 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 their employment in lieu of accumulated annual leave (if any);

will have their immediately preceding period of employment under 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 their 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.

58.3 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

58.4 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 45 days of the commencement of their MOP(S) Act employment, the employee lodges a request with the Department to have the service recognised.

58.5 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).

58.6 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.

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

59 Portability of leave

59.1 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.

59.2 An employee's entitlement to the accrued leave credits specified in clause 59.1 and to any future leave entitlements will be in accordance with this Agreement.

59.3 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.

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

60 Unauthorised absence

60.1 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

61 Travel entitlements

61.1 Employees may be directed by the employing Parliamentarian 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'.

61.2 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'.

Excess (Canberra) Travel Leave

61.3 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 Appendix A, 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 will receive 0.5 additional days of annual leave for each Sunday and/or public holiday spent travelling for a Parliamentary sitting.

61.4 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.

61.5 Employees may be entitled to travel for approved learning and professional development activities, within budgetary and policy constraints.

61.6 Eligibility for Excess (Canberra) Travel Leave will be reviewed periodically by the Minister.

Same day travel

61.7 During the nominal life of this Agreement, the Commonwealth may introduce a guideline that provides for a same-day travel entitlement.

61.8 Until this occurs, employees may still request discretionary payments for expenses associated with same day travel in accordance with this Agreement.

62 Travel allowance – domestic travel

62.1 A single flat rate of travel allowance (TA) incorporating accommodation, meals and incidental expenses will be paid to an employee when:

(a) they are directed to travel within Australia on official business by their employing Parliamentarian, where the travel requires an overnight stay away from the employee's work base; or

(b) it is required to be paid in accordance with the Guideline 'Travelling allowance'.

62.2 Further information relating to potential remedies is available in the Guideline 'Travelling allowance' in circumstances where an individual considers they are disadvantaged as a result of the application of the definition of 'work base' at clause 11 of this agreement.

62.3 A single flat rate of TA is payable for each overnight stay up to a maximum continuous period of 35 nights in one location.

62.4 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.

62.5 Subject to clause 62.6, 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.

62.6 For overnight stays in Canberra, the TA rate will be the Canberra rate of TA for Parliamentarians, as determined from time to time by the Remuneration Tribunal.

62.7 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.

62.8 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.

62.9 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 Parliamentarian 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 Parliamentarian 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.

62.10 The Minister may vary the 120 night limit on TA in clauses 62.8 and 62.9 in respect of an employee or employees.

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

63 Excess baggage reimbursement

63.1 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.

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

64 Motor vehicle allowance

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

64.2 An employee authorised, under clause 64.1, to use their privately owned vehicle or self-drive hire vehicle will be entitled to be paid motor vehicle allowance (MVA).

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

G LEARNING, PROFESSIONAL DEVELOPMENT AND PERFORMANCE MANAGEMENT

65 Learning and development options

65.1 Learning and development available to employees includes a Professional Development Program, arranged by PWSS, 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 Parliamentarians. 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.

65.2 All employees will have reasonable opportunities to access appropriate learning and development opportunities during working hours.

65.3 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 $15,000 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.

65.4 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.

65.5 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.

65.6 Subject to clause 65.7, reimbursement will not be made where the employee ceases MOP(S) Act employment before the completion of the component of the course.

65.7 Subject to clause 65.5, where an employee's employment ceases by way of automatic termination under section 14 of the MOP(S) Act and they have not completed the approved module/component, they are entitled to claim a reimbursement up to the amount of a pro-rata value of module/component calculated by reference to the amount of the module/component completed as at the date of automatic termination.

65.8 An employee wishing to apply for studies assistance pursuant to clause 65.3 will require the written support of their employing Parliamentarian and the approval of PWSS.

65.9 Ad hoc learning and development opportunities for Government personal employees and personal employees of Presiding Officers may be provided by their home departments.

65.10 Ad hoc learning and development opportunities for electorate employees, and personal employees other than those referred to in clause 65.9, will be available subject to the support of the employing Parliamentarian and the approval of PWSS. 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. PWSS may withhold approval to attend an event that duplicates a learning and development opportunity provided by PWSS or that is not considered value for money.

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

66 Performance Management

66.1 The Commonwealth acknowledges that a performance management system that supports employees plays an important role in a workplace.

66.2 To that end, the Commonwealth will support Parliamentarians in adopting performance management processes which align with the following principles:

(a) evaluation of performance is to be a positive and beneficial experience, that focuses on quality outcomes and not solely the quantity of individual output;

(b) access to learning and development opportunities should be a regular part of performance development. Development opportunities should relate to an employee's current role and future career aspirations as well as enabling them to meet the needs of a changing workforce;

(c) performance processes will be based on the 'no surprises' principle where possible. This means that employees will be provided, where possible, with contemporaneous and constructive feedback relating to performance;

(d) performance processes will be conducted consistent with procedural fairness and natural justice. Where possible, performance issues will be raised directly with the employee, and the employee will be given assistance to address performance gaps. An employee's right to be represented by their union, or where they choose, to have a support person present, will be respected and facilitated throughout the entire process; and

(e) the purpose of the performance development process shall be to support employee growth and progress. Where diminished performance is identified, the employee should be given access to appropriate learning and development opportunities. The focus of

performance processes will be to support the employee to reach their full potential.

66.3 None of these principles are intended to (or do) limit the discretion of Parliamentarians in how they manage their employees or limit the powers of the Minister (or any other delegate) under the MOP(S) Act.

66.4 PWSS is available to support employees in navigating a performance process.

H WORK HEALTH, SAFETY AND SUPPORTS

67 Work health and safety

67.1 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.

67.2 A Work Health and Safety Committee operates in accordance with the WHS Act.

67.3 Upon request, PWSS may arrange assessments of work practices and equipment in Commonwealth funded offices.

67.4 PWSS will offer annual influenza vaccinations at no cost to all employees in accordance with arrangements made by PWSS.

67.5 PWSS will provide, for the use of employees, their partners, and their dependants/children, access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by PWSS and will be accessible on paid time for employees.

67.6 PWSS may arrange other supports and/or services for employing Parliamentarians and employees, such as training relevant to specific workplace health and safety matters.

67.7 Further information can be found in the work health and safety policies issued by PWSS.

68 Corporate responsibility allowance

68.1 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 PWSS:

(a) Work Health and Safety Site Officer;

(b) First Aid Officer;

(c) Emergency Officer; and

(d) Work Health and Safety Committee member.

68.2 CRA will be adjusted in line with the general salary adjustments. CRA prior to commencement of this Agreement is set out at Attachment D.

68.3 CRA does not count as salary for the purpose of severance benefits.

68.4 Further information can be found in the Guideline 'Corporate responsibility allowance'.

69 Lactation and breastfeeding support

69.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

69.2 The Commonwealth will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 69.3. In considering whether a space is appropriate, the Commonwealth should consider whether:

(a) there is access to refrigeration;

(b) the space is lockable;

(c) there are facilities needed for expressing, such as appropriate seating.

69.3 Where it is not practicable for a site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

69.4 Employees and their appropriate decision maker are required to discuss arrangements about accommodating the employee's lactation needs and practical arrangements to meet these needs.

69.5 Employees and their appropriate decision maker shall discuss any flexible working arrangements that may be needed to support lactation. Subject to appropriate approvals, this may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.

69.6 Further information can be found in the work health and safety policies issued by PWSS.

70 Respect at work

70.1 The Commonwealth values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Commonwealth recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

70.2 The Commonwealth recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

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

71 Family and domestic violence support (including Leave)

71.1 The Commonwealth recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

71.2 Employees affected by family and domestic violence will be provided with support, depending on the employee's circumstances.

71.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.

71.4 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

(a) illness or injury affecting the employee resulting from family and domestic violence;

(b) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;

(c) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;

(d) making arrangements for the employee's safety, or the safety of a close relative;

(e) accessing alternative accommodation;

(f) accessing police services;

(g) attending court hearings;

(h) attending counselling; and

(i) attending appointments with medical, financial or legal professionals.

71.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.

71.6 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

71.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.

71.8 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.

71.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.

71.10 Evidence may be requested to support the delegate in approving leave. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence that the delegate will require, unless the employee chooses to provide another form of evidence.

71.11 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.

71.12 The Commonwealth will treat information relating to family and domestic violence confidentially. The Commonwealth will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Commonwealth may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

71.13 Where the Commonwealth needs to disclose confidential information for purposes identified in clause 71.12, where it is possible the Commonwealth will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.

71.14 The Commonwealth will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.

71.15 With respect to clauses 71.12, 71.13 and 71.14, the Commonwealth will support Parliamentarians taking all reasonable measures to manage confidentiality. PWSS is available to provide support where required.

71.16 Other available support may include, but is not limited to, flexible working arrangements, additional access to PWSS, Employee Assistance Program (EAP), changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.

71.17 The Parliamentarian and/or the employee's appropriate decision maker will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.

71.18 Further information about leave and other support available to employees affected by family and domestic violence may be found in the relevant policy.

I TERMINATION OF EMPLOYMENT

72 Notice of termination

72.1 Subject to clauses 72.2 to 72.5, where an employee's employment is terminated under section 16 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 Parliamentarians)	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

72.2 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.

72.3 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.

72.4 Where an employee is guilty of serious misconduct (within the meaning of paragraph 1.07 of the Fair Work Regulations), their employment may be terminated without notice.

72.5 Clauses 72.1 to 72.4 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 2022 (as varied or replaced from time to time), to undertake employment under the MOP(S) Act; and

(b) casual employees.

73 Severance benefits

73.1 Severance benefits are payable in accordance with clause 73.2 to ongoing employees whose employment is terminated under 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 Parliamentarian 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 Parliamentarian (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 Parliamentarian or another Parliamentarian).

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

Length of continuous service	**Gross benefit**
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.

73.3 In clause 73.2:

continuous service means an employee's combined periods of:

(a) prior service recognised in accordance with clause 58.4, 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 58.1 and 58.2; 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 (including the nominated traveller allowance), PSA, community language allowance 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.

73.4 Subject to clause 73.6, where an employee is:

(a) employed after a break in MOP(S) Act employment (whether that employment is with the employee's original employing Parliamentarian or another Parliamentarian); 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.

73.5 If in the circumstances set out in clause 73.4 severance benefits have already been paid to an employee (the amount paid) that exceeds the severance benefits payable to the employee under clause 73.2 (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 35.

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.

73.6 Where an employee is:

(a) employed after a break in MOP(S) Act employment (whether that employment is with the employee's original employing Parliamentarian or another Parliamentarian); and

(b) employment occurs within the severance pay period,

the employee's severance benefits will not be reduced in accordance with clause 73.4, nor will the entitlement be an overpayment in accordance with 73.5, if the employee makes an irrevocable written election during the severance pay period that they waive their option to have their prior service recognised for severance and/or annual leave purposes for the period of their current period of employment under clause 58.1.

74 Additional severance benefits

74.1 Severance benefits payable under clause 73 will be increased by 30 per cent if an employee's MOP(S) Act employment terminates as a result of the employing Parliamentarian ceasing to hold office (i.e. under section 14 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 73 where the employee's MOP(S) Act employment has terminated as a result of the employing Parliamentarian ceasing to hold office (i.e. under section 14 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*.

75 Career transition payment (CTP)

75.1 In recognition of the nature of MOP(S) Act employment, a payment of up to $1,000 (GST inclusive) is, subject to clause 75.2, payable to an employee for career transition counselling, training or financial advice upon the occasion in respect of which severance benefits are payable.

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

75.3 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.

76 Termination of employment

76.1 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.

76.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedures addressed in clause 77 of this Agreement.

76.3 Nothing in this Agreement prevents the employing Parliamentarian 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

77 Dispute prevention and resolution

77.1 If a dispute relates to:

(a) a matter arising under this Agreement; or

(b) the National Employment Standards,

this clause 77 sets out procedures to settle the dispute.

77.2 An employee covered by this Agreement, or a union who is covered by this Agreement, may initiate and/or be a party to a dispute under this clause 77.

77.3 An employee who is a party to the dispute may designate a representative for the purposes of the procedures in this clause 77. Any designated representative will be recognised and dealt with in good faith.

77.4 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);

(b) notifying higher level managers to allow them to assist in attempting to resolve the dispute;

(c) participating in a discussion between the employee(s) (and where they choose, their chosen representative) and the employing Parliamentarian; and

(d) referring the matter to, or gaining input from, PWSS.

77.5 As part of the first instance steps, parties will give genuine consideration to proposals to resolve the dispute.

77.6 If the matter cannot be resolved at the workplace level in accordance with the steps set out in clause 77.4, a party to the dispute may refer the matter to the Fair Work Commission.

77.7 Where a matter has been referred to the Fair Work Commission under clause 77.6, 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.

77.8 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.

77.9 While the parties are trying to resolve the dispute using the procedures in this clause 77:

(a) an employee who is a party to the dispute must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

(b) subject to sub-clause (a) above, an employee who is a party to the dispute 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.

77.10 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 77.

77.11 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.

77.12 Where the requirements of the above clauses have been complied with when dealing with a dispute, and to assist in the resolution of disputes, the employee, and any union delegate or employee representative who is also a MOP(S) Act employee involved in the dispute, will be paid for time attending conferences and hearings in the Fair Work Commission arising from the referral of the dispute to the Fair Work Commission.

K ATTACHMENTS

Attachment A: Classification structure – Senior Personal Employees

*Senior Personal Employees**

Senior Adviser 5[1]	Senior Adviser 4[2]	Senior Adviser 3[3]	Senior Adviser 2[4]	Senior Adviser 1[5]	As at 5 August 2023	Salary effective from 5 August 2024 4%	Salary effective from 5 August 2025 3.8%	Salary effective from 5 August 2026 3.4%
*Ministerial**								
		*Non-Ministerial**						
				*Minor Party and Presiding Officers (non-Ministerial)**				
10					$284,129	$295,494	$306,723	$317,152
9					$272,389	$283,285	$294,049	$304,047
8					$260,648	$271,074	$281,375	$290,941
7					$248,906	$258,862	$268,699	$277,835
6					$237,164	$246,651	$256,023	$264,728
5					$225,424	$234,441	$243,350	$251,624
4	7				$213,683	$222,230	$230,675	$238,518
3	6	8			$201,945	$210,023	$218,004	$225,416
2	5	7			$190,204	$197,812	$205,329	$212,310
1	4	6	9		$184,379	$191,754	$199,041	$205,808
	3	5	8		$179,907	$187,103	$194,213	$200,816
	2	4	7		$175,706	$182,734	$189,678	$196,127
	1	3	6	6	$170,424	$177,241	$183,976	$190,231
		2	5	5	$165,003	$171,603	$178,124	$184,180
		1	4	4	$157,690	$163,998	$170,230	$176,017
			3	3	$151,591	$157,655	$163,646	$169,209
			2	2	$145,903	$151,739	$157,505	$162,860
			1	1	$140,214	$145,823	$151,364	$156,510

* The positions allocated to these Office Holders are generally limited to the classifications in the corresponding columns.
An individual employed under the previous Agreement at a "Government" classification, who is not employed by a Minister (i.e Government Whip or Presiding Officer), will retain their respective 'Ministerial' rate at the commencement the new EA.

[1] Previously *Principal Adviser* prior to commencement of the agreement.
[2] Previously *Senior Adviser 3* prior to commencement of the agreement.
[3] Previously *Chief of Staff 2 and Senior Media Adviser 3* prior to commencement of the agreement.
[4] Previously *Senior Adviser 2 and Senior Media Advisor 2* prior to commencement of the agreement.
[5] Previously *Senior Media Adviser 1, Senior Adviser 1* and *Chief of Staff 1* prior to commencement of the agreement.

Attachment B: Classification structure – Non-senior Personal Employees

*Personal Employees (Ministerial)**

Adviser 3 (Ministerial)[6]	Adviser 2 (Ministerial)[7]	Adviser 1 (Ministerial)[8]	As at 5 August 2023	Salary effective from 5 August 2024	Salary effective from 5 August 2025	Salary effective from 5 August 2026
				4%	3.8%	3.4%
8			$150,086	$156,089	$162,021	$167,530
7			$143,379	$149,114	$154,780	$160,043
6			$136,781	$142,252	$147,658	$152,678
5			$132,141	$137,427	$142,649	$147,499
4			$122,507	$127,407	$132,249	$136,745
3			$115,780	$120,411	$124,987	$129,236
2			$110,167	$114,574	$118,927	$122,971
1	5		$101,701	$105,769	$109,788	$113,521
	4		$95,031	$98,832	$102,588	$106,076
	3		$91,492	$95,152	$98,767	$102,126
	2		$87,109	$90,593	$94,036	$97,233
	1		$84,789	$88,181	$91,531	$94,643
		9	$85,250	$88,660	$92,029	$95,158
		8	$83,180	$86,507	$89,794	$92,847
		7	$81,666	$84,933	$88,160	$91,158
		6	$79,426	$82,603	$85,742	$88,657
		5	$77,014	$80,095	$83,138	$85,965
		4	$74,973	$77,972	$80,935	$83,687
		3	$73,098	$76,022	$78,911	$81,594
		2	$71,245	$74,095	$76,910	$79,525
		1	$69,045	$71,807	$74,535	$77,070

* An individual employed under the previous Agreement at a "Government" classification, who is not employed by a Minister (i.e Government Whip or Presiding Officer), will retain their respective 'Ministerial' rate at the commencement the new EA.

[6] Previously Adviser, and Media Adviser (Government) prior to commencement of the agreement.
[7] Previously Assistant Adviser (Government) prior to commencement of the agreement.
[8] Previously Executive Assistant/Office Manager (Government) prior to commencement of the agreement.

*Personal Employees (non-Ministerial)**

Adviser 3 (non-Ministerial)[9]	Adviser 2 (non-Ministerial)[10]	Adviser 1 (non-Ministerial)[11]	As at 5 August 2023	Salary effective from 5 August 2024	Salary effective from 5 August 2025	Salary effective from 5 August 2026
				4%	3.8%	3.4%
7			$143,379	$149,114	$154,780	$160,043
6			$136,781	$142,252	$147,658	$152,678
5			$132,141	$137,427	$142,649	$147,499
4			$122,507	$127,407	$132,249	$136,745
3			$115,780	$120,411	$124,987	$129,236
2			$110,167	$114,574	$118,927	$122,971
1	5		$101,701	$105,769	$109,788	$113,521
	4		$95,031	$98,832	$102,588	$106,076
	3		$91,492	$95,152	$98,767	$102,126
	2		$87,109	$90,593	$94,036	$97,233
	1		$84,789	$88,181	$91,531	$94,643
		7	$81,666	$84,933	$88,160	$91,158
		6	$79,426	$82,603	$85,742	$88,657
		5	$77,014	$80,095	$83,138	$85,965
		4	$74,973	$77,972	$80,935	$83,687
		3	$73,098	$76,022	$78,911	$81,594
		2	$71,245	$74,095	$76,910	$79,525
		1	$69,045	$71,807	$74,535	$77,070

* An individual employed under the previous Agreement at a "Government" classification, who is not employed by a Minister (i.e Government Whip or Presiding Officer), will retain their respective 'Ministerial' rate at the commencement the new EA.

[9] Previously Adviser, and Media Adviser (non-Government) prior to commencement of the agreement.
[10] Previously Assistant Adviser (non-Government) prior to commencement of the agreement.
[11] Previously Executive Assistant (non-Government) prior to commencement of the agreement.

Attachment C: Classification structure - Electorate Employees

Electorate Officer C (EOC)	Electorate Officer B (EOB)	Electorate Officer A (EOA)[12]	As at 5 August 2023[13]	Salary effective from 5 August 2024	Salary effective from 5 August 2025	Salary effective from 5 August 2026
				4%	3.8%	3.4%
4			$91,990	$95,670	$99,305	$102,681
3			$87,583	$91,086	$94,548	$97,762
2	5		$83,179	$86,506	$89,793	$92,846
1	4		$81,666	$84,933	$88,160	$91,158
	3		$77,014	$80,095	$83,138	$85,965
	2	3	$73,098	$76,022	$78,911	$81,594
	1	2	$71,245	$74,095	$76,910	$79,525
		1	$69,046	$71,808	$74,537	$77,071

[12] The lowest three pay points of the EOA classification prior to the commencement were removed at the commencement of the new agreement. Casual employees who were engaged at one of these pay points will be moved to the new EOA-1 pay point upon the commencement of this agreement.
[13] Electorate employees employed at pay points EOA-6, EOA-5 and EOA-4 prior to the commencement of the EA will be translated to the new pay points of EOA-3, EOA-2 and EOA-1 respectively.

Attachment D: Allowances (ESA, PSA and other)

Electorate Staff Allowance (ESA)

Level	As at 5 August 2023	Rate effective from 5 August 2024	Rate effective from 5 August 2025	Rate effective from 5 August 2026
ESA 1	$2,151	$2,237	$2,322	$2,401
ESA 2	$4,300	$4,472	$4,642	$4,800
ESA 3	$6,453	$6,711	$6,966	$7,203
ESA 4	$8,605	$8,949	$9,289	$9,605
ESA 5	$10,755	$11,185	$11,610	$12,005
ESA 6	$12,907	$13,423	$13,933	$14,407
ESA 7	$15,058	$15,660	$16,255	$16,808
ESA 8	$17,208	$17,896	$18,576	$19,208
ESA 9	$19,358	$20,132	$20,897	$21,608
ESA 10	$21,508	$22,368	$23,218	$24,008
ESA 11	$23,660	$24,606	$25,541	$26,410
ESA 12	$25,812	$26,844	$27,865	$28,812
ESA 13	$27,963	$29,082	$30,187	$31,213
ESA 14	$30,115	$31,320	$32,510	$33,615
ESA 15	$32,266	$33,557	$34,832	$36,016
ESA 16	$34,416	$35,793	$37,153	$38,416
ESA 17*		$38,030	$39,475	$40,817
ESA 18*		$40,267	$41,797	$43,218

* Only available to certain individuals employed by a parliamentarian with a large or extra-large electorate in accordance with clause 40.2.

Personal Staff Allowance (PSA)

Classification	As at 5 August 2023	Rate effective from 5 August 2024	Rate effective from 5 August 2025	Rate effective from 5 August 2026
Senior Personal employees	$34,612	$35,996	$37,364	$38,635
Adviser 3 and Adviser 2	$31,702	$32,970	$34,223	$35,387
Adviser 1[14]	$26,644	$27,710	$28,763	$29,741

[14] including employees who were engaged at salary points 7 and 8 of the Secretary/Administrative Assistant prior to the commencement of the agreement.

Other allowances

Allowances		As at 5 August 2023	Rate effective from 5 August 2024	Rate effective from 5 August 2025	Rate effective from 5 August 2026
Private-Plated Vehicle Allowance	Per annum	$25,082	$25,082	$25,082	$25,082
	Per fortnight	$961.61	$961.61	$961.61	$961.61
Allowance for drivers employed by former Prime Ministers	Per annum	$18,387	$19,122	$19,849	$20,524
	Per fortnight	$704.93	$733.11	$760.98	$786.86
Corporate Responsibility Allowance	Per annum	$590.79	$614.52	$637.74	$659.39
	Per fortnight	$22.65	$23.56	$24.45	$25.28
Community Language Allowance	Per annum	-	$1,435	$1,489.50	$1,540.15
	Per fortnight	-	$55.02	$57.11	$59.05

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 Parliamentarian may allocate the level of ESA for each employee at the commencement of this Agreement.

1.2 Unless the parliamentarian advises the Department otherwise, ESA allocations for all employees will be maintained upon commencement of the agreement, except for the nominated traveller who will automatically receive a minimum of 12 points of ESA as NTA as well as any ESA up to their previous allocation and/or not exceeding their individual cap (refer clause 40.4), if relevant.

Example: A nominated traveller who was in receipt of 4 points of ESA prior to the commencement of the EA will automatically receive the NTA (12 points of ESA) upon commencement of the agreement. A nominated traveller who was in receipt of 14 points of ESA prior to the commencement of the agreement, will automatically receive the NTA (12 points of ESA) as well as 2 points of ESA from the parliamentarian's allocation, at the commencement of the agreement.

2 Preservation of salary points

2.1 Any employee who was employed under the agreement replaced by this Agreement at the Electorate Officer A (EOA) - 1 and 2 salary points before the commencement of this Agreement, will, from the commencement of the Agreement, be taken to be employed at EOA – 1 classification.

2.2 Any employee who was employed under the agreement replaced by of this Agreement at the Secretary / Administrative Assistant salary points before the commencement of this Agreement, will, from the commencement of the Agreement, remain as such until they cease employment or are appointed to a different salary point.

2.3 These provisions are transitional only and do not create an ability for employees to be appointed to these classifications.

Appendix A: Electorates eligible to claim additional annual leave

1.1 Excess (Canberra) Travel Leave under clause 61.3 will be available to employees whose work base is in:

(a) Western Australia,
(b) the Northern Territory and
(c) the present Federal electorates of:
    i. Barker,
    ii. Bass,
    iii. Bendigo
    iv. Braddon,
    v. Capricornia,
    vi. Cowper,
    vii. Dawson,
    viii. Farrer,
    ix. Flynn,
    x. Gippsland,
    xi. Grey,
    xii. Herbert,
    xiii. Hinkler,
    xiv. Kennedy
    xv. Leichhardt
    xvi. Lyne (Taree work base only),
    xvii. Lyons,
    xviii. Mallee,
    xix. Maranoa,
    xx. New England,
    xxi. Nicholls,
    xxii. Page,
    xxiii. Parkes,
    xxiv. Wannon, or
    xxv. Wide Bay.

1.2 The Minister may approve, in writing, additional electorates or work base locations in addition to the list at 1.1 above to gain eligibility to claim Excess (Canberra) Travel Leave.