

NOTICE OF FILING

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A handwritten signature in blue ink, reading "Sia Lagos".

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 59
Rule 29.02(1)

Affidavit

No. _____ of 2023

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

Sally Rugg

Applicant

The Commonwealth of Australia and another named in the schedule
Respondents

Affidavit of: **Sally Margaret Rugg**

Address: _____

Occupation: Chief of Staff

Date: 25 January 2023

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Filed on behalf of (name & role of party) Sally Rugg, Applicant

Prepared by (name of person/lawyer) Angus Mackenzie


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I Sally Margaret Rugg of [REDACTED], affirm:

1. I am the Applicant in this proceeding.
2. I make this affidavit in support of my application, including for urgent relief.
3. Unless stated otherwise, my statements in this affidavit are based on my own knowledge.

Summary


4. I am currently employed by the Commonwealth of Australia (the **Commonwealth**) in the office of the Hon. Dr Monique Ryan MP as Dr Ryan's Chief of Staff.

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5. On 22 December 2022 I sent a letter purporting to resign from my employment after Dr Ryan told me that if I did not resign then I would be terminated. On 23 December 2022, my employer stated that the termination would take effect on 31 January 2023.
6. I was in a vulnerable state in December. It had been a trying time because of pressure from my employer to work longer hours when I was already often working most of my waking hours. I tendered a resignation because Dr Ryan told me she was going to sack me anyway, I was hoping to preserve as much of my reputation and dignity as I could from the situation. I did not appreciate that there was such a thing as constructive dismissal, or that my circumstances might present a case of that kind.
7. Had I not been threatened with termination of my employment, I wouldn't have resigned. I wanted to remain in my job. As I now see it, the termination of my employment was at my employer's initiative.
8. I am seeking interlocutory relief to restrain my employer from permitting the termination to take effect on 31 January 2023.
9. I love my job. It is special. There is opportunity for significant personal fulfillment for a person, such as me, who cares about public policy and the government of our country. It also provides the opportunity for highly valuable non-financial benefits, such as making connections with influential and esteemed people, the opportunity to be involved in matters of real significance to Australia, and thus opportunities to learn and develop. It is common for people in this sort of position to use the time to learn how our political system works and then, later, deploy that knowledge in some other way, including to enter Parliament themselves or to earn significant income in the private sector. I would estimate that about half of parliamentarians were staffers themselves before they entered Parliament. It is a dream of mine to become a parliamentarian one day.

Events leading to my employment by the Commonwealth

10. I was introduced to Dr Monique Ryan socially in around May or June 2022. Dr Ryan was then a newly elected Commonwealth Member of Parliament for the seat of Kooyong. Dr Ryan's election as a 'Teal' independent had garnered considerable media coverage. Dr Ryan encouraged me to apply for a role as Media Advisor in her office. Around that time, the cross benchers expected to have at least 4 parliamentary staff.
11. Having been encouraged to do so by Dr Ryan, I applied for the Media Advisor role. However, I told Dr Ryan that I was more interested in a Chief of Staff role.
12. On or about 24 June 2022, after I had applied for a Media Advisor role, the new Prime Minister Anthony Albanese announced that under the *Members of Parliament (Staff) Act 1984* (Cth) (**MOPS Act**) cross-bench MPs would be entitled to only one parliamentary


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staffer. Previously, cross-bench MPs had been entitled to four staffers at different levels. Further, Mr Albanese's new direction was such that the one advisor cross-bench MPs were entitled to was allocated a relatively junior level under the *Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23* (the **Enterprise Agreement**). Now shown to me and annexed at **SR-1** is a true copy of the Enterprise Agreement.

13. Parliamentary staffers are also known as MPs' personal staff. MPs also, separately, have electorate staff. Every MP has the same number of electorate staff, unless they have a larger electorate, in which case they get one more. Mr Albanese's new direction affected the number and type of parliamentary staff the cross-bench MPs were entitled to, but not their electorate staff. This distinction is important, including because electorate staff are not allowed to do campaigning work such as campaign fundraising for the MP.
14. A few hours after the Prime Minister's announcement, Ms Ann Capling, who was then Dr Ryan's Chief of Staff, contacted me and advised that Dr Ryan's office was looking for someone to fill a hybrid role, covering the Chief of Staff role and the duties of the other four advisors.


My employment

15. On 19 July 2022, I was offered a contract of employment for the position of Chief of Staff. The role was classified as 'Adviser (Non-government)' in Dr Ryan's office. I accepted the role in a conversation with Dr Ryan, and then I executed the contract electronically. Now shown to me and annexed at **SR-2** is a true copy of my contract of employment dated 19 July 2022.
16. My contract relevantly provides that:
 - (a) the 'name of employer' is Dr Monique Ryan, although the employment relationship is between me and the Commonwealth. Page 6 of the contract makes clear that the "*'Employer' means the Parliamentarian, who is employing on behalf of the Commonwealth*";
 - (b) my classification is 'Adviser (Non-government)', (although my enclosed position description refers to my job title as 'Chief of Staff');
 - (c) my position is a full time position working 38 hours per week;
 - (d) my position is a permanent position;
 - (e) my salary is \$136,607 per annum; and
 - (f) my employment is covered by the Enterprise Agreement.

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17. Prior to being offered employment, Dr Ryan's office provided me with a Position Description for the role. Now shown to me and annexed at **SR-3** is a true copy of that Position Description.
18. The Position Description describes my job title as 'Chief of Staff'. It also confirms that in addition to my salary I receive a Parliamentary Staff Allowance of \$30,205 "*paid in recognition of, and compensation for reasonable additional hours of work*". The Position Description sets out my responsibilities.
19. My role is multi-faceted and actually is an amalgam of three or four different roles. I work as a Chief of Staff, a Parliamentary and Policy Adviser and a Media Adviser. This reflects the fact that cross-bench MPs are now only entitled to one staffer, instead of four.
20. The 'Chief of Staff' aspect of my role involves being Dr Ryan's right-hand person. It involves:
 - (a) high-level strategic planning for Dr Ryan and the office;
 - (b) managing and recruiting staff and volunteers;
 - (c) managing staff within the office.
21. The Parliamentary Adviser and Policy Adviser aspect of my role involves:
 - (a) being across legislation and policy issues to provide advice to Dr Ryan on how she should vote and whether she should propose amendments;
 - (b) giving overviews on what legislation means;
 - (c) liaising with stakeholders;
 - (d) managing Dr Ryan's relationships with Ministerial offices and departments and other parliamentarians' offices; and
 - (e) monitoring the operation of parliament to advise Dr Ryan in real-time on parliamentary business.
22. The Media Adviser aspect of my role involves:
 - (a) managing incoming and proactive engagement with traditional media;
 - (b) creating social media content and managing social media platforms;
 - (c) writing speeches and monitoring the media for issues that are relevant to the parliamentarian.


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23. I have also, at various times, performed the duties of two additional roles. These are the 'Community Engagement Manager' and the 'Digital Engagement Manager'. These duties involve:
- (a) handling all social media content creation;
 - (b) writing the fortnightly supporter newsletter;
 - (c) managing volunteers on community-level projects, like organising programs where volunteers from the electorate would travel to Canberra to help in the office;
 - (d) at times, meeting regularly with volunteers to schedule weekly meet and greets with Dr Ryan and the public;
 - (e) conducting community surveys, including creating the Kooyong electorate survey, emailing it out to supporters and getting collateral printed; and
 - (f) creating a direct mail piece for the electorate.
24. On 24 July 2022, I flew to Canberra and commenced in my new role on 25 July 2022.

Early disagreements with Dr Ryan about work hours and responsibilities

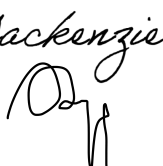
25. My many responsibilities meant that I would usually work 70 or 80 hours a week. I almost always worked on both days of the weekend, writing speeches and doing other tasks. During sitting weeks of Parliament, a standard day was at least 12 hours and there were many days where I worked even longer than that. During non-sitting weeks, I would ordinarily be in the office 8 or 9 hours a day but was often working from very early in the morning, and until very late at night, handling media inquiries, following news events to brief Dr Ryan, answering emails, and preparing and distributing social media content. I often accompanied Dr Ryan to very early media appearances in the morning.
26. Whether I should perform even more work on top of those hours has proven to be a source of friction and dispute with Dr Ryan.
27. One such disagreement arose in early September 2022 and concerned the performance of community engagement work. From early on in my role, I identified that there was no member of staff who was responsible for the management of volunteers and running community engagement projects and events. I initially attempted to utilise spare headcount in the electorate office to fill this gap, but that plan was later abandoned. Dr Ryan and I then explored whether Kooyong Independents Ltd, Dr Ryan's private campaigning company, could engage a person to perform community engagement work for Dr Ryan. To facilitate this, Kooyong Independents Ltd needed to sign on new board members and register with the ATO, amongst other things.
28. In early September 2022, following a meeting with a Director of Kooyong Independents Ltd and Dr Ryan, I had a discussion with Dr Ryan to the following effect:

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- (a) Dr Ryan remarked that there was a lot of work that needed to be done, and that she didn't know when she would have the time to do it;
 - (b) Dr Ryan asked me if I could take the work forward;
 - (c) I said that I didn't have time to do that work, and that it would not be possible for me to pick it up;
 - (d) I said that if I had to do the work, I would have to do it outside of my work hours and I did not want to do that and I could not do that;
 - (e) Dr Ryan expressed worry and frustration that the work needed to be done;
 - (f) I said to Dr Ryan that Ms Capling was due to return from Canada in about a fortnight, and that if we could wait for a fortnight, Dr Ryan could ask Ms Capling to do that work;
 - (g) Dr Ryan said she was unhappy with the fortnight's delay, but ultimately agreed to take those steps.
29. Another disagreement occurred on Sunday 25 September 2022. Dr Ryan had directed me to attend a meeting at her house at 6pm on a Sunday evening. At that meeting, I had a discussion with Dr Ryan to the following effect:
- (a) Dr Ryan showed me a ring-bound file prepared by the Advisor to another cross-bench MP, Ms Kate Chaney, had prepared for Ms Chaney. That Advisor's name was Katherine. The file contained papers relevant to the upcoming parliamentary sitting week. In an angry tone, Dr Ryan said 'look at what Katherine does for Kate. I need this';
 - (b) I agreed and said it was a good idea;
 - (c) Dr Ryan said she was feeling really unprepared for the week ahead, and that it was my responsibility to make sure she felt fully prepared for parliament;
 - (d) Dr Ryan said that I should be making a file like Ms Chaney's one for her, and it was not good enough that she had to ask me to produce work to prepare for parliament, because it was my role to completely prepare her for a sitting week;
 - (e) Dr Ryan said again that it was not good enough that I had not prepared her a file, and that she didn't feel across the details of legislation that was coming to parliament;
 - (f) Dr Ryan said she was disappointed that she had to have a discussion with me about preparing for sitting weeks, because preparing her was my responsibility. She said 'I need to feel prepared regardless, and that's your responsibility';

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- (g) I was shocked because Dr Ryan's tone and facial expressions were very angry. She presented to me in a highly accusatory manner. I had not understood that the meeting was a disciplinary meeting. I was surprised by the level of emotion Dr Ryan expressed;
 - (h) I told Dr Ryan that I and a colleague had already prepared documents for the upcoming sitting week for Dr Ryan, and we had a folder set aside with them in it in sharepoint (a digital sharing facility). Dr Ryan said she didn't know how to work sharepoint. I told Dr Ryan that I would be more than happy to print the documents out for her;
 - (i) Dr Ryan said she still did not have a copy of a speech about media diversity that we had previously discussed. In fact, I had already prepared this speech and brought it with me. I told Dr Ryan that I had to prepare speeches at the weekends because during the week I had to work with my colleagues, and I could write the speeches alone at the weekend (the weekend being a time when I could work on the things I didn't need my colleagues to do), and that I had the speech with me, on my laptop in my bag;
 - (j) Dr Ryan said again that she needed to be completely prepared for sitting weeks and it was my responsibility to make sure she was prepared for sitting weeks;
 - (k) Dr Ryan said I needed to provide assistance in the way that Katherine, Ms Chaney's advisor, was, including to produce output to the same standard;
 - (l) I said that Katherine was a Policy Advisor, and that Ms Chaney has a separate staff member performing the duties of a Chief of Staff (whose role is Chief of Office) and a Media Advisor. I complained that it was unfair to compare me to Katherine when I had far more responsibilities than her and was performing all three of those roles at once, whereas Katherine was only performing one of them.
 - (m) Dr Ryan was angry that I had raised the fact that Katherine had fewer responsibilities than me.
30. After that discussion, I took out my laptop and started doing work to prepare for the sitting week. I continued to work at Dr Ryan's house until 9:45pm. Later that night, just after 10pm, I sent Dr Ryan a lengthy text message to try to smooth over the disagreement we had had. Now shown to me and annexed at **SR-4** is a screenshot I took of these text messages.
31. On 30 September 2022, Dr Ryan sent my colleague and I an email in which she accused us of having "*really dropped the ball on non-twitter SM*" (SM being a reference to social media). I replied to that email stating that "*Mon, we haven't dropped the ball on*"

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Insta and FB – we are exceptionally short-staffed, and the consequence of this is that we're not able to deliver the volume of work of a fully-staffed team (or a fully staffed team with assistance from additional fundraised roles). We don't have a social media manager, we are all doing our very best." Now shown to me and annexed at **SR-5** are true copies of those emails of 30 September 2022.


32. Later on 30 September 2022, Dr Ryan and I had another disagreement about work hours and tasks. Dr Ryan told me she was really disappointed that nothing had been posted on her Instagram account in the last 10 days, and accused me again of having dropped the ball. Dr Ryan said that I was not working hard enough and that I kept dropping balls. Her tone and facial expressions were cold and angry. I was again shocked at how she addressed me, particularly given that we had just worked exceptionally hard all week on a busy sitting week of Parliament. I burst into tears at that meeting and complained to Dr Ryan that I was working so hard, that I was already working long hours and over the weekend. Dr Ryan then cried too and said it wasn't fair that she was paying her staff to work additional hours but no one seemed to want to work additional hours. That struck me as very out-of-touch given that I was working a large number of additional hours every week, often, up to 70 hours a week. I told Dr Ryan that her staff were her most precious resource, and that at times of stress we needed to pull together and not point fingers at each other. Dr Ryan said she knew that and she didn't mean to make me cry. Dr Ryan apologised and asked me if she could hug me. I said yes, and she did hug me.
33. On 12 October 2022, Dr Ryan gave a quote to journalist Sarah Ison from The Australian that included the following words:

I've got real concerns about my staff, my chief of staff, the one personal staff member designated to come back and forth with me to Canberra, she's working 70 hour weeks, there's no way to decrease her workload effectively and still do what I need her to do- it's not healthy. I think it's only a matter of time before we have a poor outcome with one of our staff members.

34. I asked Dr Ryan to ask Ms Ison not to print the quote, because I thought it might harm my reputation. Ultimately, the quote was not printed.

July to November 2022

35. Throughout the above period I became stressed about Dr Ryan's expectations of my work hours and responsibilities. I felt her expectations were impossible to meet.
36. On 7 November 2022, Dr Ryan blamed me when she missed her speaking spot on a pension bill after all Liberal Party MPs due to speak pulled their names from the list. This occurred at around 7pm at night when Dr Ryan was in another chamber moving a


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motion on native forest logging. When I told Dr Ryan, she was furious with me and walked off mid-conversation. This was distressing.

37. On 8 November 2022, the 'teal' MPs had a meeting in the Mural Hall in Parliament House to film a video for an award they had won. After the recording, the group hung around to chat. During that discussion, Dr Ryan asked me, in front of all the other MPs, whether I had written her speech for the IR bill yet. I was surprised by the question, because Ms Ryan had already told me that she would be drafting the speech herself. I said no, and that I thought that she was writing it. In response, Dr Ryan rolled her eyes and said words to the effect of *'no, you're meant to be writing it'*. As she said this, Dr Ryan gave a kind of exasperated laugh, and shared a look with the other MPs that suggested to me that they had already been talking about me unfavourably. I was humiliated and embarrassed by that response. I stayed in the office until 9.20pm that evening writing Dr Ryan's speech for the IR bill. I saw this as an example of hostile conduct in the workplace (more of this is detailed below).
38. On 9 November 2022, I attended a press conference in which Dr Ryan spoke about endometriosis and menstrual pain. During the conference, I realised that my period had started. After the press conference I walked to Aussie's café to buy tampons, but they didn't have any. I started getting cramps and an upset stomach so I went to the bathroom for 5 or 10 minutes. When I returned to the parliamentary suite about 9.15 or 9.20, Dr Ryan was visibly angry at me and did not speak to me about the plan for the day, which is what we would normally do at that time of the morning. Normally, we would also walk together to a meeting that we were both attending. This time, Dr Ryan walked ahead of me, instead of with me, to the 9.30am meeting (which I also attended). Again, I saw this as hostile conduct in the workplace.
39. Given her repeated hostility to me, I felt uncomfortable to tell Ms Ryan that I had my period and that I needed to go and buy tampons, or ask staff in other offices for them. Instead, I used toilet paper, which is unsanitary and uncomfortable, until question time started at 2.00pm when I felt that I could leave the office and get tampons.

Meeting on 15 November 2022


40. On 15 November 2022, I noticed that there was an untitled meeting scheduled for Dr Ryan and me in my calendar for 2.30pm that day. That morning, I had a text exchange with Dr Ryan in which she said of the meeting that it was *'just an end of probation period catch up - so we can talk over how things are going and plans for the next few months'*. Now shown to me and annexed at **SR-6** is a screenshot of that text message exchange.
41. At 2.30pm, I went into Dr Ryan's office in the electorate office for the meeting. The door to Dr Ryan's office is made of glass, and loud discussions in her office can be heard

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throughout the rest of the office. In the meeting, we had a discussion to the following effect:

- (a) Dr Ryan said *'you've finished your 3 month probation so it'll be good to have a catch-up. How do you think you're going in the role?'*
- (b) I said *'I think that it had been a really crazy intense few months and I was really proud of the work we'd been doing together. I am proud that I have added capacity to the team by holding a round of recruitment and hiring a diary manager, by recruiting and onboarding 10 office volunteers and by getting volunteers to help in parliament every sitting week. I am proud of what you have achieved in Parliament and I think I am doing a good job managing the different parts of my role';*
- (c) Dr Ryan asked *'is there anything you're finding hard about your role?'*
- (d) I said *'it's really difficult to do everything in the position description so I feel like I'm unable to do all the things I have to do to 100% because I'm spread so thinly across so many duties'. I also said 'another hard thing is that that the role is such an intimate relationship between me and you, that to do the job, I have to really care about you and want you to succeed, so I'm really affected by your moods, and I can tell you've been really angry at me the last week, and that's difficult because in another role, if the boss is angry at you, you can manage it. But here, so much of the performance of my role is about wanting you to succeed, and I feel your anger towards me really deeply';*
- (e) Dr Ryan did not look at me when I said that, and instead looked past me. Dr Ryan did not respond to what I had said at all;
- (f) I said, after a silence, *'how do you think I've been going?'*;
- (g) Dr Ryan winced and said:
 - i. *'I don't think it's working out';*
 - ii. *'this is a really big role, and we're not where we need to be with community engagement: you haven't organised any town hall events or any politics in the pub and you've been dropping the ball on all sorts of things';*
 - iii. *'I feel when I ask you to work longer hours or on the weekend, you look at me like you don't want to and that you feel that I'm taking you away from your family and that I'm a bad person. You are not working hard enough and I need someone who works harder than you'*


(h) I said:

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- i. *'community engagement events like the town halls and politics in the pub are not part of my position description and not part of my role;'*
 - ii. *'the bar you have set for me is far too high, and if your expectations are impossible to achieve, then I have been set up to fail and will never meet them';*
 - iii. *'I told Dr Ryan it was a big job, and I was excited for it, but I thought that when I started, we had agreed that, because the role covered four different roles, that I would perform the duties of four different roles, but not the output of four people';*
- (i) Dr Ryan said *'it is out of her control that the prime minister has cut my staffing allocation, and I need the work to be done and that is non-negotiable';*
 - (j) Dr Ryan said *'you don't understand, I need to be the best, this is bigger than Kooyong. I don't know what this is going to be, but I know it's bigger than Kooyong.'*
 - (k) Dr Ryan said *'I want to be the prime minister one day, and I need to know my staff are prepared to work hard for me';*
 - (l) Dr Ryan said *'if you are not prepared to work as hard as I want, I will need to consider my options.'*
 - (m) I asked Dr Ryan what she meant by that, and she said *'well, I would have to let you go'.*
42. I could see Dr Ryan getting visibly angry and frustrated when I said that certain duties were outside of my role, and that I did not have the time to perform them.
43. At about 2.57pm, Dr Ryan's diary manager, Usha, came in and said that Dr Ryan's next meeting had been waiting, and Dr Ryan had to go to her next meeting. Dr Ryan got up and went to the meeting.
44. Shortly after the meeting, I sent Dr Ryan an email requesting a formal performance review so I could demonstrate to Dr Ryan that I was performing well against my position description, and that the things I was being criticised for were things that were outside my position description. Dr Ryan responded stating that a formal review was a good idea. Now shown to me and annexed at **SR-7** is a true copy of the email I sent to Dr Ryan, and her response.

Further hostile conduct in the workplace following 15 November 2022

45. After this meeting, Dr Ryan started to ignore me in a demonstrable way. She would not greet me in circumstances where that is odd, and was short with me when she would previously not have been.

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46. On 20 November 2022 I flew to Canberra on a Sunday to attend a charity walk with Dr Ryan. I had also been asked to attend personally by another MP, Rebekah Sharkie, who I have known for years and with whom I have a warm professional relationship. Dr Ryan and I had agreed to meet Ms Sharkie and another MP, Helen Haines, at 12:30pm. I arrived at 12:26pm and couldn't find them. I looked around for a few minutes, and then Dr Ryan called me and told me they had left without me. I asked her what I should do and she said I could catch up if I wanted to. When I caught up about 20 minutes later, Dr Ryan did not say hello or acknowledge me. The other MPs would have noticed this "snub".
47. On 22 November 2022, at about 11.00am, I tested positive for covid. Between 23 and 27 November 2022, I was unwell with covid. I was really fatigued and I had bad body aches. I worked remotely despite my symptoms out of fear that Dr Ryan would be angry at me if I didn't. When I returned to parliament house on 30 November 2022, Dr Ryan did not speak to me or acknowledge me.
48. From 30 November 2022, I started getting help from Parliamentary Workplace Support Service (**PWSS**) about the treatment I was receiving from Dr Ryan. I contacted PWSS many times over the weeks that followed.
49. On 1 December 2022, I attended a briefing from the Government on the Voice referendum campaign with Dr Ryan. Dr Ryan and I had spoken many times to the effect that I would take the lead on the Voice campaign in the office, because of my experience with the marriage equality campaign. As we walked back to the Parliamentary suite together, Dr Ryan told me that another colleague (Liza Miller) would take the lead on the Voice referendum work. I said that I thought I would be leading that work, but Dr Ryan said no without providing reasons. When I offered to prepare a briefing for Dr Ryan, Ms Miller and the rest of the team on lessons from the marriage equality campaign, Dr Ryan said *"no, I don't think so. I don't think that would be necessary."*
50. Later that day, Dr Ryan told me that Sophie Torney, a teal candidate from the state election, would be joining the office as a volunteer to work on native forests campaigning. I had done a lot of work on native forests to that time. I understood that Ms Torney would take over the office's work on native forests campaigning.
51. Around this time, Dr Ryan stopped inviting me to some meetings. It seemed to me that Dr Ryan was unilaterally removing responsibilities from me, and freezing me out of decisions about volunteers and staffing, which was clearly part of my role as chief of staff.
52. 2 December 2022 was the last Parliamentary sitting day of the year. Parliament finished at about 9.30am that day, and everyone started leaving parliament house.


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53. Later that morning, I sent Dr Ryan some materials such as templates for use in a performance review and/or end of probation review. Now shown to me and annexed at **SR-8** is a true copy of my email to Dr Ryan.

6 to 8 December 2022: formal warning and further problems

54. On 6 December 2022, I was at work at the electorate office and went into Dr Ryan's office to deliver a media briefing to her. Dr Ryan told me to take a seat in her office. I asked whether the meeting was about my performance or my employment and reminded her that I had told her I didn't want to have those discussions without a support person. Dr Ryan then told me that she was writing me a formal warning for travelling home when I had covid, and stated that it had been illegal and a media or brand risk. I said that my GP had told me it was best to isolate at home and that it was not against the law at that time to travel with covid. A discussion to the following effect then occurred:

- (a) Dr Ryan said *'I don't think your employment is working out'*;
- (b) When I asked for examples, Dr Ryan provided me with several examples. One example was that I had pushed back on her calling an all-team meeting with only 30 minutes' notice at 9am on Sunday 27 November 2022 to discuss plans for the week. I had sent Dr Ryan a text message suggesting that the meeting should happen later in the morning and that I would start working straight away on what Dr Ryan needed, to avoid the whole team having to meet on a Sunday morning. In the meeting on 6 December 2022, Dr Ryan said *'when I had to call a meeting on a Sunday, you told me I wasn't allowed to meet with my staff, and I should meet at a more family friendly hour. I have to push you too many times to deliver work. I shouldn't have had to call the meeting on the Sunday, because it's your responsibility to make sure I'm prepared. You should have organised the meeting on the Friday'*;
- (c) I said *'I was sick with covid on the Friday, do you remember?'*;
- (d) Dr Ryan said *'yes but you were working'*;
- (e) I said *'I was working as much as I could and if you had asked me to call a meeting, I would have done that'*;
- (f) Dr Ryan said:
 - i. *'I still don't have the information I need about your performance review from MAPS [Minister and Parliamentary Services]. You should follow up with MAPS to make sure the information is still coming'*
 - ii. *'we still haven't had this performance review'*.
- (g) I said *'well, I've sent you all the information. I thought the ball was in your court'*

Angus Mackenzie



- (h) Dr Ryan said *'you know how to book time in my calendar. You should have found time for the meeting'*;
- (i) I said *'I still really want to do a performance review, I can call MAPS and follow up'*.
- (j) I asked Dr Ryan if termination was an option at the performance review.
- (k) Dr Ryan said *'it is, it just isn't working out, I can't trust you to deliver the work, you're not working hard enough, you don't want to work weekends'*.
- (l) I said *'I have worked the last six weekends, and I could provide proof of that.'*
- (m) Dr Ryan said *'I don't need that'*.
- (n) Dr Ryan said *'Tamar tells me you're not coming to the fundraiser tonight'*.
- (o) I said *'I'm not going to'*.
- (p) I asked Dr Ryan if she had read the Parliamentarians' Code of Conduct. Dr Ryan said she had not.
- (q) I said *'you should'*.
- (r) I asked Dr Ryan to provide me with notes of the meeting, and Dr Ryan said she would do so. I then left the meeting.

55. Later that evening, I wrote notes of the meeting. I emailed Dr Ryan my notes the following day, 7 December 2022. My email also:

- (a) reiterated my request that I be informed ahead of time if she was planning to raise termination of my employment in a meeting;
- (b) complaining that the meeting on 6 December 2022 was the second time she had raised terminating my employment when I wasn't expecting a conversation about my performance or employment without any documentation being provided and without capacity for a support person to attend;
- (c) reiterated that I loved this job and wanted to keep it, that I did not want to resign and did not want her to fire me;
- (d) reiterated that I did not believe there was any evidence that I was underperforming, and in fact was *"doing a very good job against an inappropriate position description and unreasonable expectations"*;

Now shown to me and annexed at **SR-9** is a true copy of my email to Dr Ryan.

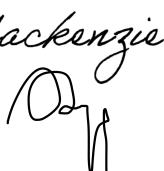
56. On 7 December 2022, I arrived at work to find a formal warning on my desk in an envelope with my name written on it, for the whole office to see. That day, Dr Ryan invited the whole office (except me) to the city for an impromptu shopping trip.

Angus Mackenzie


57. Dr Ryan and the other staff returned to the office about 12.30pm after their shopping trip. Around lunchtime, I provided Dr Ryan with a document that I had prepared that showed how other crossbench MPs had arranged their staff allocation. The document showed that the other MPs had their electorate office manager doing many things that I was doing, and that they also had separate media advisors. Each of the other MPs had a dedicated community engagement person. The effect of the document was to show that no other advisor to a cross-bench MP was asked to do all the things that I was asked to do. Now shown to me and annexed at **SR-10** is a true copy of that document.
58. At around 5.00pm that day, Dr Ryan came to my desk and asked me to see her in her office. Everyone in the office heard her say that. Once I was in her office, Dr Ryan said that *'the rest of the staff are feeling stressed about the tension between us and its affecting their working environment.'* Dr Ryan suggested that I work from home for a little while or take some time off. I said *'I don't want to work from home. I want to be in the office with the rest of the team.'*
59. On 8 December 2022, Dr Ryan did not invite me to a meeting with Senator Janet Rice, with whom I have a previous working relationship. I would usually attend all meetings with other parliamentarians, but I wasn't invited to this meeting.

8 to 16 December 2022: Stress leave

60. Following these events, I was feeling highly anxious. At 3.00pm 8 December 2022, I had an appointment with my GP who advised me to take leave from work for the next 6 days.
61. At 4.00pm that day, I emailed Dr Ryan to tell her about my medical leave. I said that if there was an opportunity to complete my performance review whilst I was on leave, though, that I would be available to do it online. Dr Ryan replied accepting my medical leave, and saying the rest of the staff are experiencing stress and anxiety because of this issue. I no longer have a copy of this exchange.
62. On Friday 9 December, while I was on sick leave, I received an email from Dr Ryan in which she scheduled my performance review for 11.00am the following Monday. I felt I needed to attend, so I confirmed by reply that I would attend online. Dr Ryan included in the agenda for my performance review that I had failed to process my leave through the relevant IT system, which is called PEMS. I was not aware that I had not done that. Later that afternoon, I tried to process the leave in PEMS, but it wouldn't let me sign in. PEMS is notoriously difficult and outdated. Now shown to me and annexed at **SR-11** is a true copy of the email exchange between Dr Ryan and me on 9 December 2022.
63. On Monday 12 December 2022, while I was on sick leave, I received Dr Ryan's comments on my performance review document at 10.35am. The feedback Dr Ryan provided on the performance review was different to the issues she had raised on 15


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November and 6 December. I don't have this email, but I recall that Dr Ryan also sent it to PWSS when she sent it to me, and I have requested the PWSS record.

64. I attended the performance review meeting at 11.00am that day, by Teams. Again, even though I was on sick leave, I felt that I needed to do this because if I didn't then there would be trouble. Among other things, in that meeting, Dr Ryan told me that I had two options: (1) I could resign and she might consider re-employing me casually using the electorate support budget to perform the same role, or (2) Dr Ryan would put me on a performance improvement plan which could lead to my termination. Dr Ryan said in the meeting '*I'm not terminating you at this point*'. Dr Ryan also mentioned that she was obtaining advice about my PIP from MAPS.
65. On 14 December 2022, while I was on leave, I had an email exchange with Dr Ryan about a strategy day which had been postponed after the facilitator had withdrawn. The effect of the exchange was that Dr Ryan blamed me for the facilitator's decision to withdraw. Now shown to me and annexed at **SR-12** are true copies of this email exchange.

19 and 20 December 2022

66. On 19 December 2022, I returned to work after my period of leave. A strategy session was planned for that day. Dr Ryan did not speak to me directly the whole day. That was very strange, and noticeable by others. When I spoke in the discussions during the strategy session, Dr Ryan scowled at me. On a few occasions, Dr Ryan displayed, to the group and not directly to me, quite forceful disagreement with my comments. This was unusual and stark because these sessions often involved "brainstorming" type suggestions which were always dealt with politely.
67. On 20 December 2022, I attended work. At 2.30pm, I received an email from Dr Ryan, attaching a performance improvement plan for a 10-day period in January and asking to speak with me at 9am the following day about it. The demands of the PIP were objectively impossible, and did not have anything to do with the performance issues that Dr Ryan had discussed with me to that point. For example, the PIP required me to complete complex strategy documents across a wide range of areas in the 10-day period, on top of all of my regular work.
68. At 4:38pm on 20 December 2022 I sent Dr Ryan a lengthy email. In that email, amongst other things, I:
 - (a) complained that her PIP "*does not follow fair process*" because I had not been given the opportunity to complete my half of the performance review;


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- (b) complained that the PIP only gave me two weeks in January to prove that my performance had improved and asked how that was possible, and how it constituted a fair opportunity to act on her feedback?
 - (c) complained that her draft PIP was setting me up to fail at the outset;
 - (d) reiterated that I wanted to work with her to ensure I was understanding and meeting her expectations;
 - (e) asking her to follow fair process with my performance and employment;
 - (f) stated that the constant and present threat of termination was putting my family under enormous stress;
 - (g) asked her to withdraw the PIP until I could complete my half of the performance review; and
 - (h) stating that I remained hopeful that our working relationship, which for months had been close, collaborative, incredibly productive and full of humour and care, could be recovered.
69. Dr Ryan responded to my email at 5:12pm briefly to state that she was *“really frustrated”* that we had not yet met to discuss my performance. Now shown to me and annexed at **SR-13** are true copies of the emails that were exchanged on 20 December 2022.


21 December 2022

70. On 21 December 2022, I worked from the electorate office. At 10.27am, I emailed Dr Ryan telling her that I would send her my performance review form that day, and offer to set up a meeting with MAPS and PWSS to complete the performance review. Dr Ryan replied, saying that she had expected me to review the PIP at 9.00am that morning. A chain of emails then followed in which I said I had not had a chance to arrange a support person for the performance review meeting, and that I should not be placed on a PIP until after the performance review. Dr Ryan replied saying she had determined to place me on the PIP anyway. Now shown to me and annexed at **SR-13** are true copies of those emails.
71. At 5.15pm, Dr Ryan and I were the only ones left in the office. Dr Ryan approached my desk. A discussion then followed to the following effect:
- (a) Dr Ryan said *‘can I ask you a question? How did you feel about the strategy day on Monday?’*;
 - (b) I said *‘I think it went really well. I think it was really productive and we’ve made some really good plans, and it was really great for me to meet some of the core volunteers from the election campaign, who I had not met before’*;

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- (c) I asked '*how did you think it went?*';
- (d) Dr Ryan said '*I was really embarrassed by the lack of community engagement work we've done. I was really frustrated and embarrassed to not have done as much of the community engagement work as we should have done, and that you should have been doing in the past few months. For example, in the session this afternoon, we talked about inroads with the Chinese Australian community, and you haven't done any of that yet*';
- (e) Dr Ryan then started listing off criticism of me, including saying she didn't think I was working hard enough, that I wasn't the right fit for the job, that I wasn't able to deliver the work I should be doing;
- (f) I said 'Monique, I've told you I don't want to have these discussions about my performance or my employment without Michael present. We're having a meeting at 12.00pm tomorrow with MAPS and PWSS. Can't we talk about this tomorrow?';
- (g) Dr Ryan was really angry in response to this comment. She said '*it is unreasonable that I can't talk to my chief of staff without MAPS and PWSS present. The fact we can't have discussions without them is proof our relationship is broken beyond repair*';
- (h) Dr Ryan said she was frustrated that the performance review meeting was still dragging on;
- (i) I said we met last week to do my half of the performance review, but I was out on sick leave last week;
- (j) Dr Ryan rolled her eyes and said '*yeah right, stress leave*' and made air quotes with her hands.;
- (k) I said '*it sounds like you think I was pretending to need leave*';
- (l) Dr Ryan said, in a sarcastic manner, '*come on, stress leave? Stress leave?*';
- (m) I said '*Monique, you're a GP. I can't believe you're accusing me of faking my medical leave*';
- (n) Dr Ryan was visibly frustrated. She said '*look, I'm going to terminate your employment. I have made up my mind to terminate you in January. We can either do it at the end of the PIP or before the PIP, or I could do it right now if I wanted to. We can waste our time and energy doing a performance improvement plan. I've already spent so much time with MAPS going through these templates and forms and paperwork*';

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- (o) I said *'that's not fair, you can't just terminate me. You need to give me a chance to improve. I've told you, if you need me to do a PIP, I'll do a PIP'*.
- (p) Dr Ryan said *'look, I am going to terminate you regardless, so what I suggest to you is this. If you resign before the 12.00pm meeting tomorrow and sign a non-disparagement contract, then I will give you 6 weeks' salary so you can take the time you need in January to get a new job without any period not having an income. You and I can agree on what the story is going to be. I'll say you were great but it wasn't the right fit. I'll write you a reference letter. That way I won't criticise you to anyone in parliament or the gallery and we can just draw a line under it'*.
- (q) I said *'that's not fair. You can't do that. You can't just say you're going to fire me and tell me to resign'*;
- (r) Dr Ryan said *'go home, talk to Kate. She'll be able to help you think clearly and come back to me in the morning'*;
- (s) I said *'please can we discuss this tomorrow at 12.00pm so I can have Michael present'*;
- (t) Dr Ryan became very angry and raised her voice. She said *'you know I can't speak about this in front of MAPS. This isn't an approved option. This is off book. MAPS have given me two options. To terminate you on the spot or to performance manage you out. MAPS wants me to performance manage you out. I'm trying to give you a third option that's mutually beneficial, but it has to be done off the record'*;
- (u) I said *'well, if I'm going to consider this, I need you to put this in writing. I need to know the details of what you're offering'*;
- (v) Dr Ryan became even angrier and said *'you know I can't put this in writing! I can't have a paper trail!'*;
- (w) I said *'how can I trust you're going to follow through if you won't put it in writing?'*.
- (x) Dr Ryan then stormed away from my desk into her office, and as she walked, she yelled back to me, saying *'how are we meant to work together if you don't trust me? I need a chief of staff that trusts me. If you don't trust me to keep to this deal, that shows you don't trust me and I should terminate you right now!'*.
- (y) Dr Ryan was by then packing her bag to leave;
- (z) I called out to her and said *'okay, okay I'll think about it and talk to Kate tonight'*. I don't think Dr Ryan heard me, and she went to leave;
- (aa) I called out to her *'what do you need from me for this?'*;
- (bb) Dr Ryan turned to me and said *'your resignation!'* and turned and left.


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72. Following that meeting, I was distraught. I felt that I had no choice but to resign. I felt that if I didn't, then Dr Ryan would terminate my employment. I wanted to keep working in this role, but I was worried about my reputation and my dignity if I were to be "sacked". At the time, it felt like it would be embarrassing if I had been "sacked", whereas a resignation could be "spun" in a way that was not embarrassing.
73. When I arrived home, I exchanged text messages with Michael from PWSS. I explained to him what had happened. Now shown to me and annexed at **SR-14** is a screenshot of those text messages.
74. Later that evening, I sent through my part of my performance review to Dr Ryan. Now shown to me and annexed at **SR-15** is a true copy of my part of my performance review.
75. Two minutes later, I sent Dr Ryan my resignation letter. That letter stated that I was resigning effective immediately. Now shown to me and annexed at **SR-16** is a true copy of my email and the attached resignation letter.
76. Dr Ryan replied the following day. Her reply stated that she accepted my resignation and that my last day would be 31 January 2023. Her reply also stated that she did not anticipate I will be working in the office prior to 31 January 2023. Now shown to me and annexed at **SR-17** is a true copy of her reply.

Events following 22 December 2022

77. Since the events of 22 December 2022 I have remained employed although, consistent with Dr Ryan's email of 23 December 2022, I have not attended for work at the office.
78. Despite this, I have continued to perform work as and when required. For example:
 - (a) on 4 January 2023, Dr Ryan called and emailed me directing me to forward any emails I had received over the office shutdown period to Dr Ryan;
 - (b) on 4 January 2023, I complied with this direction;
 - (c) on 5 January 2023 Dr Ryan scolded me for not forwarding an email from a journalist to her quickly enough;
 - (d) in the week beginning 6 January 2023, I received a Signal message from a new employee in Dr Ryan's office asking me to help log into drives and digital platforms used in her office;
 - (e) on 10 January 2023, Dr Ryan emailed me proposing communications to go to the media about my departure, and instructing me to tell her when I am available to discuss a media response further;
 - (f) on 11 January 2023, Dr Ryan's office manager texted me asking me to share a presentation that I gave in late 2022;

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(g) on 16 January 2023 the office of the Minister for Housing corresponded with me and I passed on Dr Ryan's number.


79. I retained access to my work emails until early January 2023. I have since been locked out of my work email account and the intranet. I believe this occurred on 5 January 2023 after Dr Ryan scolded me for not forwarding an email quickly enough.
80. I would have performed whatever work was required of me in this period, had Dr Ryan allocated it to me and provided I was able to complete the work without working unreasonable or excessive hours. I remain ready and willing to continue my employment on this basis.
81. I have also checked my payslips, and I do not believe I have received payment of my end-of-employment entitlements.

The future with Dr Ryan

82. Although Dr Ryan and I did have a close personal relationship for a time, in my view, that intimacy is not essential for the proper performance of the role. A parliamentarian needs to be able to trust the integrity and confidentiality of their chief of staff, and have confidence in their ability to perform tasks well and quickly. I think the role could be performed perfectly well without that level of personal intimacy.
83. In that light, I am confident that I could continue to work with Dr Ryan. Whilst the tensions that arose late last year were challenging, my relationship with Dr Ryan was for a long time productive and efficient. It all seemed to change following the conflict about how much she could realistically expect from me. I sincerely believe that, if I am right about the limits of what can be expected from me and if Dr Ryan understood this, there is no reason why we would not be able to re-establish a functional working relationship.
84. I would be especially willing to work to restore a professional and productive relationship because of the non-financial benefits that go with my role. As a chief of staff, I receive briefings from the Government and agencies on proposed legislation and many other high-profile issues, and I get to work with Dr Ryan to formulate policy positions on those issues. I get a valuable insight into the way policy decisions are made, and the motivations of relevant stakeholders.
85. I also get to attend negotiations with Government and Departments on policy issues and decisions, and see how parliamentarians prepare for and perform for things like that. I'm not aware of any other job where one gets opportunities like that.

Effect if termination to proceed

86. I have a good reputation across politics, advocacy and campaigning based on my previous work at GetUp, change.org, the campaign for marriage equality and with

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Australians for a Murdoch Royal Commission. When Dr Ryan hired me as her chief of staff, an article ran in The Age and the Sydney Morning Herald under the headline 'Teal just wild about Sally', and many of my professional contacts contacted me to congratulate me. Now shown to me and annexed at **SR-18** is a true copy of the article in the Sydney Morning Herald.

87. If my employment with Dr Ryan terminated in this way, it would seriously damage my professional standing among the people with the most power in my fields of work: politicians and their staff, journalists and leaders in campaigning, advocacy and civil society.
88. Dr Ryan is the most high-profile 'teal' independent MP. If my employment were to terminate after such a short period of time, it would cause irreparable harm to my professional, public and personal reputation that would affect my career for years, if not for the rest of my career.
89. As I mention above, I aspire to one day be a parliamentarian, and I am sympathetic to the 'teal' movement. I see myself as a contributing force for the movement. My ability to assist the movement (and pursue my dream of being a parliamentarian), would be irreparably affected if the termination were to proceed.

Affirmed by the deponent
at Melbourne
in Victoria
on 25 January 2023
Before me:

)
)
)
)
)



Signature of deponent

Angus Mackenzie

Signature of witness

Angus Mackenzie of level 21, 380 La Trobe Street, Melbourne VIC 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

This affidavit was signed and affirmed by the deponent by audio visual link. That authorised affidavit taker has used an electronic copy of the affidavit in completing the jurat requirements for the purposes of the Oaths and Affirmations Act 2018 (Vic)

Schedule

No. of 20

Federal Court of Australia
District Registry: Victoria
Division: Fair

Sally Rugg

Applicant

The Commonwealth of Australia

First Respondent

Dr Monique Ryan MP

Second Respondent

Date: 25 January 2023

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-1**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

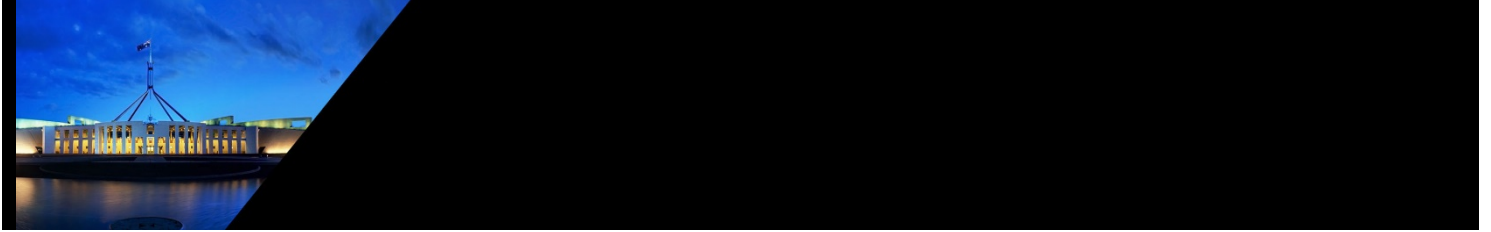
Signature of person taking affidavit

Annexure “SR-1”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
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[Version 3 form approved 02/05/2019]





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

SIGNATURES

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A TECHNICAL MATTERS

1 Title

- 1.1 This Agreement will be known as the *Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23*.

2 Coverage

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

3 Nominal expiry date

- 3.1 The nominal expiry date of this Agreement is three years from commencing operation.

4 Guidelines

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

5 Employee Consultative Group

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

6 Consultation on major changes

- 6.1 This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposed to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

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

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

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

6.4 If:

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

the employer must recognise the representative.

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

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

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

Change to regular roster or ordinary hours of work

- 6.10 For a change referred to in paragraph 6.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) clauses 6.11 to 6.15 apply.
- 6.11 The relevant employees may designate a representative for the purposes of the procedures in this clause.
- 6.12 If:
- (a) a relevant employee designates, or relevant employees designate, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

- 6.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.16 In this clause:
- relevant employees*** means the employees who may be affected by a change referred to in clause 6.1.

B EMPLOYMENT OPTIONS

7 Type of employment

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

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

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

8 Probation

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

9 Ongoing

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

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

10 Non-ongoing

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

11 Casual

- 11.1 A casual employee may be engaged against an established position and/or the electorate support budget, to work such hours as are required from time to time by the employing Member, on an occasional, non-systematic or irregular basis.
- 11.2 Casual employment will be worked in accordance with an employment agreement between the employee and the employing Member, which specifies that the basis of employment of the employee during the period of the employment agreement will be as a casual employee.
- 11.3 The maximum period for an employment agreement referred to in clause 11.2 will be four weeks (28 days). However, each day (or part-day) worked by a casual employee will constitute a separate engagement.
- 11.4 A casual employee is paid at an hourly rate for every hour worked. The hourly rate is based on a salary point in accordance with clause 17, plus an additional 20 per cent of salary in lieu of access to the following entitlements:
- (a) paid leave, with the exception of long service leave which will be provided in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (b) payment for public holidays on which he or she is not rostered to work;
 - (c) salary increments under clause 17.8;
 - (d) payment of overtime loadings;

- (e) electorate staff allowance;
- (f) personal staff allowance;
- (g) retention payments;
- (h) corporate responsibility allowance;
- (i) time off in lieu;
- (j) notice of termination of employment; and
- (k) severance benefits and career transition payments.

12 Working from home

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

13 Individual flexibility

- 13.1 The Minister, on behalf of the Commonwealth, and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the agreement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading;
 - (f) remuneration;
 - (g) arrangements about where work is performed;
 - (h) leave;
 - (i) prior service;
 - (j) travel arrangements;
 - (k) termination of employment;
 - (l) severance benefits; and

- (m) work bases.
- 13.2 The individual flexibility arrangement must meet the genuine needs of the Minister, on behalf of the Commonwealth, and the employee.
- 13.3 The individual flexibility arrangement must be genuinely agreed to by the Minister, on behalf of the Commonwealth, and the employee.
- 13.4 The Minister, on behalf of the Commonwealth, must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 13.5 The Minister, on behalf of the Commonwealth, must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Minister and employee; and
 - (c) is signed by the Minister, on behalf of the Commonwealth, and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of;
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 13.6 The Minister, on behalf of the Commonwealth, must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13.7 The Minister, on behalf of the Commonwealth, or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days' written notice to the other party to the arrangement; or

- (b) if the Minister, on behalf of the Commonwealth, and employee agree in writing – at any time.

C REMUNERATION

14 Payment of salary

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

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

15 Salary adjustments

- 15.1 Employees will receive the following salary adjustments over the life of this Agreement as shown at Attachments A, B and C of this Agreement:
- (a) For electorate employees and personal employees employed at the Executive Assistant/Officer Manager, Executive Assistant or Secretary/Administrative Assistant classifications:
 - (i) six months following the commencement date, the salaries of eligible employees will be adjusted by the WPI as at the commencement date;
 - (ii) 12 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI; and
 - (iii) 24 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI.
 - (b) For employees employed at the Adviser, Media Adviser or Assistant Adviser classifications:
 - (i) six months following the commencement date, the salaries of eligible employees will be adjusted by half of the WPI as at the commencement date;
 - (ii) 12 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI; and
 - (iii) 24 months following the commencement date, the salaries of eligible employees will be adjusted by the WPI.
 - (c) For senior staff:
 - (i) six months following the commencement date, the salaries of eligible employees will be adjusted by zero per cent;

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

16 Classification structures and salary ranges

16.1 The classification structure and salary ranges for:

- (a) senior staff are as shown at Attachment A;
- (b) personal employees, other than senior staff, are as shown at Attachment B; and
- (c) electorate employees are as shown at Attachment C.

16.2 An employing Member must only employ an employee at a single classification and a single salary regardless of whether that employment is against a position or positions and/or the electorate support budget.

17 Salary setting and progression

Salary on appointment or engagement

17.1 The employing Member may appoint an ongoing electorate or personal employee, or engage a new non-ongoing electorate or personal employee, other than senior staff, at any salary point within the classification to which the appointment or engagement is made, based on the demonstrated and relevant skills and experience of the employee.

17.2 For the purposes of clause 17.1, a new non-ongoing electorate or personal employee is an employee who was not employed at that classification on the business day immediately preceding the commencement date of the engagement.

17.3 The employing Member may engage a casual employee, other than senior staff, at any salary point within the classification to which the engagement is made.

Salary on promotion

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

Salary on transfer

17.5 Other than senior staff, the salary on transfer will be the salary point that the employee transferred from if that salary point is within the

range of the new classification. If the salary point that the employee transferred from is above the top salary point of the new classification, the salary on transfer will be the top salary point of the new classification.

Note: Salary advancement is available under clause 17.10.

Senior staff employees

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

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

(b) for non-Government senior staff: to any salary point

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

Competency assessment

17.7 An ongoing electorate employee who reaches the top of the salary range for an Electorate Officer classification may:

(a) after 12 months at that salary point; and

(b) subject to competency assessment undertaken by the employing Member,

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

Salary increment

17.8 Subject to clause 17.9, an ongoing or non-ongoing employee who is not at the maximum salary point within the relevant salary band will advance to the next point in the relevant salary band as at 1 July of each year.

- 17.9 An employee will be eligible to advance to the next point in the relevant salary band under clause 17.8 where:
- (a) the employee commenced at the current salary point prior to 1 March in that year;
 - (b) the employee has not been on unpaid leave for more than eight months of the previous 12 months; and
 - (c) the employee's performance has not been reported in writing to the Department as being unsatisfactory by their employing Member prior to the salary advancement.

Salary advancement

- 17.10 Subject to satisfactory performance and any arrangements that the Prime Minister may have put in place from time to time in relation to such salary advancements, an employing Member may advance the salary of an employee to a higher salary point within the employee's classification at any time.
- 17.11 Further information can be found in the Guideline 'Salary setting and progression'.

18 Temporary transfer – internal (higher duties allowance)

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

- 18.6 To facilitate the return to work of an employee following a period of parental leave, and similar return to work circumstances, where that employee returns to work part-time, the Minister may approve the temporary transfer of another employee against the balance of that position.
- 18.7 Further information can be found in the Guideline 'Salary setting and progression'.

19 Retention payment

- 19.1 Ongoing and non-ongoing employees will be eligible for an annual retention payment on 19 June each year and will be paid where they have been continuously employed under the MOP(S) Act as an ongoing or non-ongoing employee for the period 20 June of the previous year to 19 June of the current year (the qualifying period).
- 19.2 Recognised prior service under clauses 51.1 and 51.2 will count as continuous employment and the break in service does not break the period of continuous employment for the retention payment.
- 19.3 The retention payment will be one per cent of salary plus the following allowances, if payable to the employee at 19 June of the qualifying period:
- (a) personal staff allowance;
 - (b) electorate staff allowance;
 - (c) the allowance for drivers of a former Prime Minister no longer in the Parliament;
 - (d) corporate responsibility allowance; and
 - (e) higher duties allowance, where the employee has been paid higher duties allowance at that classification or higher during the entire qualifying period.
- 19.4 Where an employee is on temporary transfer – external at 19 June, the salary for the retention payment will be the temporary transfer salary if the employee has been at that classification or higher for the entire qualifying period. Otherwise, the salary for the retention payment will be the salary of the employee's ongoing classification.
- 19.5 The retention payment will be calculated on a pro rata basis (except for any corporate responsibility allowance component) where an eligible employee has been employed part-time for any period within the qualifying period, based on the employee's weekly hours over the qualifying period, in accordance with clause 31.3.

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

20 Salary packaging

- 20.1 Salary packaging is available to:

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

- 20.2 Salary packaging allows an employee to elect to receive benefits in lieu of salary. It is offered to employees on the basis that it incurs no additional cost to the employing Member or the Department.

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

Note: Salary packaging these items may provide a benefit to the employee as a result of the difference between the rate of personal income tax and the (nil or concessional) rate of FBT.

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

21 Superannuation

- 21.1 Subject to clause 22.2, where employer contributions are made to the PSSap or under the *Superannuation Guarantee (Administration) Act 1992*, the Commonwealth will provide contributions, calculated on the employee's ordinary time earnings, of the higher of:

- (a) 15.4 per cent, or
- (b) the amount specified in the Deed to establish the PSSap.

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

- 21.3 An employee on unpaid parental leave, including unpaid maternity leave, will continue to receive employer superannuation contributions as though the leave is paid leave on full pay, subject to the applicable legislation and the rules of the scheme or fund.

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

22 Superannuation allowance

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

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

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

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

22.4 The superannuation allowance is not paid during periods of leave where salary for that leave is excluded from ordinary time earnings under the SG Act as employer superannuation contributions are not payable. This includes but is not limited to paid maternity leave, supporting partner leave, paid adoption leave and community service leave.

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

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

23 Private-plated vehicle or allowance

23.1 Senior staff with the classifications of Principal Adviser, Chief of Staff or Senior Adviser are entitled to be provided with a private-plated vehicle for private and business use **or** to receive a private-plated vehicle allowance (PPVA) of \$25,082 on commencement of this Agreement.

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

23.3 Where senior staff are:

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

- (b) temporarily transferred to an eligible senior staff classification from an ineligible classification; or
- (c) employed part-time with ordinary hours of duty of less than 30 hours and 24 minutes per week;

the entitlement under clause 23.1 will be for PPVA only.

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

- (a) 30 hours and 24 minutes per week or more and the employee has chosen to receive PPVA, PPVA will be paid at the full-time rate in lieu of the entitlement to a private-plated vehicle;
- (b) less than 30 hours and 24 minutes per week, PPVA will be paid pro rata.

23.5 PPVA does not count as salary for the purposes of salary packaging, superannuation salary for the CSS and PSS, payment in lieu of accrued annual leave, cash out of annual leave, or severance benefits.

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

24 Corporate responsibility allowance

24.1 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:

- (a) Work Health and Safety Site Officer;
- (b) First Aid Officer;
- (c) Emergency Officer;
- (d) Work Health and Safety Committee member; and
- (e) Staff Assistance Officer.

24.2 CRA will be adjusted in line with the general salary adjustments and will be paid at the rates specified at Attachment D.

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

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

25 Relocation expenses

25.1 The reasonable costs of removal and temporary accommodation expenses may be met where an ongoing employee is required to

relocate within Australia including on appointment, promotion or transfer.

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

26 Reimbursement for loss or damage to clothing or personal effects

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

27 Discretionary payments

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

28 Supported Wage System

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

29 Recovery of debts

- 29.1 Subject to clause 29.3, a debt owed by an employee to the Commonwealth in relation to the employee's employment, including because the employee has received an overpayment of salary, allowances or other remuneration (including severance benefits), or incurred an expense outside of entitlement, may be recovered, by way of set-off from:
- (a) the employee's pay or salary, with the agreement of the employee, at a rate of 20 per cent of the gross amount of pay or salary per fortnight or such arrangement as is agreed between the Department and the employee, while the employee is employed under the MOP(S) Act;
 - (b) future payments of travelling allowance or motor vehicle allowance in relation to debts incurred in the course of travel; or
 - (c) the employee's pay or salary, leave entitlements or other monies (except superannuation funds) payable upon termination of the employee's employment under the MOP(S) Act.
- 29.2 The Department will attempt to contact the employee prior to commencing recovery and will consider any claims of hardship raised by the employee in any decision on the rate of recovery.

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

30 Payment on death

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

D WORKING HOURS AND ALLOWANCES

31 Ordinary hours of duty

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

32 Additional hours

- 32.1 The level of remuneration provided to electorate employees and personal employees, including salary, allowances and other benefits, reflects an expectation that these employees will be required to work reasonable additional hours over and above the ordinary hours of duty as specified in clause 31 on a regular basis. Additional hours of work, over and above the ordinary hours of duty as specified in clause 31, are recognised and compensated through:
 - (a) personal staff allowance, in accordance with clause 33;
 - (b) electorate staff allowance, in accordance with clause 34;
 - (c) time off in lieu, in accordance with clause 35; or

- (d) for drivers employed by former Prime Ministers no longer in the Parliament, the allowance in accordance with clause 36.
- 32.2 There is no entitlement to the payment of overtime loadings for employees under this Agreement.
- 32.3 For the purpose of assessing whether additional hours of work are reasonable, hours worked by an employee will be averaged over a 12 month period.

33 Personal staff allowance – personal employees

- 33.1 A four-tiered personal staff allowance (PSA) is payable to personal employees in recognition of, and as compensation for, reasonable additional hours of work.
- 33.2 PSA will be adjusted in accordance with the following arrangement and will be paid at the rates specified in Attachment D:
 - (a) For employees at the Executive Assistant/Office Manager, Executive Assistant, or Secretary/Administrative Assistant classifications – in line with the salary adjustments in clause 15.1(a).
 - (b) For employees at the Adviser, Media Adviser or Assistant Adviser classifications – in line with the salary adjustments in clause 15.1(b).
 - (c) For senior staff – in line with the salary adjustments in clause 15.1(c).
- 33.3 An employee in receipt of PSA will work such reasonable additional hours of work as are agreed with the employing Office Holder, including on public holidays in accordance with clause 50. The agreed additional hours of work will be designed to best suit the operating requirements of the workplace, taking into account the personal needs of the employee. There will be sufficient and reasonable meal and/or rest breaks within and between periods of duty.
- 33.4 A personal employee may choose not to receive PSA where the employee is unable or does not expect to work significant additional hours of work.

Example: This option may be taken up by an employee who does not frequently work additional hours for personal or family reasons.
- 33.5 PSA is calculated on a pro rata basis for part-time employees, in accordance with clause 31.3.
- 33.6 PSA is paid fortnightly in arrears including during periods when the employee is on paid leave.

- 33.7 Personal employees who are not in receipt of PSA may access time off in lieu in accordance with clause 35.
- 33.8 PSA is not payable to casual employees.
- 33.9 Where an employee is a member of the CSS or PSS, the employee may elect not to include PSA as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.
- 33.10 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.
- 33.11 PSA is not payable to employees of former Prime Ministers no longer in Parliament or casual employees. PSA is payable to employees of former Prime Ministers still in the Parliament.

34 Electorate staff allowance – electorate employees

- 34.1 An electorate staff allowance (ESA) is payable to 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.
- 34.2 An employee in receipt of ESA will work such additional hours of work as are agreed with the employing Member, including on public holidays as required in accordance with clause 50. The agreed additional hours of work will be designed to best suit the operating requirements of the workplace, taking into account the personal needs of the employee. There will be sufficient and reasonable meal and/or rest breaks within and between periods of duty.
- 34.3 Subject to clauses 34.5, 34.6, 34.7, 34.9, 34.10, 34.11, 34.12, and 34.15, the employing Member may allocate up to 15 levels of ESA to an employee. ESA may be allocated to an employee against a position, the electorate support budget, or a combination of the two. The employing Member may choose not to allocate levels of ESA to an employee where there is no expectation that the employee will work significant additional hours of work.
- 34.4 Each level of ESA is worth the amount shown in Attachment D and will be adjusted in line with the general salary adjustments.
- 34.5 Subject to clauses 34.6 and 34.8, the allocation of ESA levels by an employing Member at any time must not total more than:
 - (a) 42 for a Member with two additional Electorate Officer positions allocated for second and third official electorate offices.
 - (b) 38 for a Member with an additional Electorate Officer position allocated for a second official electorate office; or

(c) 34 for other Members.

34.6 Where an employing Member is eligible for the Commonwealth to reimburse a proportion of the costs of a privately leased office, the employing Member may allocate up to two more ESA levels in addition to the levels specified in clause 34.5

34.7 The employing Member may allocate the level of ESA for each employee:

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

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

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

- (a) the employee will be paid the ESA they received on the day prior to commencing leave (subject to leave at reduced pay); and
- (b) the levels of ESA paid to that employee are not counted towards the total allocation of ESA levels in the office.

34.9 When an employee returns from leave of three months or longer, the employee will have the number of levels of ESA allocated to them reduced, if required, so that the total number of ESA levels is within the cap determined by clause 34.5 (and clause 34.6 if applicable).

34.10 The employing Member may allocate any unallocated ESA to an employee at any time.

34.11 The employing Member and an electorate employee may agree at any time that the ESA allocated to the employee is to be reduced or ceased. An agreement to reduce or cease ESA may not be retrospective.

Example: By agreement, this may be taken up by an employee who will work fewer additional hours for personal or family reasons or where the employing Member reduces the expected additional hours of work of an employee.

- 34.12 The ESA allocation of an employee may not be changed during a period that the termination of employment of the employee is deferred under sections 16(5) or 23(4) of the MOP(S) Act.
- 34.13 ESA is not paid on a pro rata basis for part-time employees. The full allocated amount of ESA is paid.
- 34.14 ESA is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 34.15 Electorate employees who are not in receipt of ESA may access time off in lieu in accordance with clause 35.
- 34.16 ESA is not payable to casual employees.
- 34.17 Where an employee is a member of the CSS or PSS, the employee may elect not to include ESA as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.
- 34.18 ESA is included in the definition of pay for the purposes of calculating severance benefits and other payments made in lieu of leave on cessation of employment.
- 34.19 Further information can be found in the Guideline 'Electorate staff allowance'.

35 Time off in lieu

- 35.1 Time off in lieu (TOIL) in recognition of additional hours worked above the ordinary hours of duty as specified in clause 31 may be available to:
 - (a) employees, other than casual employees and those in receipt of PSA or ESA, and
 - (b) the employees of former Prime Ministers no longer in Parliament, other than drivers and casual employees.
- 35.2 TOIL may accrue if agreed to by the employing Member and may take into account the nature of the occasion and level of inconvenience to the employee when the additional hours were worked.
- 35.3 Accrued TOIL may be taken at a time agreed to by the employing Member and the employee.

36 Allowance for drivers employed by former Prime Ministers

- 36.1 Drivers employed by former Prime Ministers no longer in Parliament will receive an allowance for additional hours of work, over and above the ordinary hours of duty as specified in clause 31.
- 36.2 The allowance set out in clause 36.1 will be adjusted in line with the general salary adjustments and will be paid at the rates shown in Attachment D.
- 36.3 The allowance is calculated on a pro rata basis for part-time employees, in accordance with clause 31.3.
- 36.4 The allowance is paid fortnightly in arrears including during periods when the employee is on paid leave.
- 36.5 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.
- 36.6 The allowance is not payable to casual employees.
- 36.7 Where an employee is a member of the CSS or PSS, the employee may elect not to include the allowance set out in clause 36.1 as salary for superannuation purposes, subject to the rules and regulations of the employee's superannuation scheme.

E LEAVE

37 Leave applications

- 37.1 An employee must submit a leave application to his or her employing Member as soon as practicable for any absence on leave, other than time off in lieu in accordance with clause 35.

38 Annual leave

- 38.1 Full-time employees are entitled to four weeks' annual leave at full pay (152 hours) per year of service.
- 38.2 Part-time employees are entitled to pro rata annual leave in accordance with clause 31.3.
- 38.3 Annual leave accrues daily, with accrued entitlements able to be taken at any time, with the approval of the employing Member.
- 38.4 As an administrative arrangement, an employee may use annual leave at half pay on the basis that one day of annual leave at full pay is equivalent to two days of annual leave at half pay.
- 38.5 An employee may elect in writing to cash out annual leave provided that (with pro rata equivalent periods within this clause to apply for part time employees):
- (a) the minimum amount of annual leave to be cashed out is 5 days;
 - (b) to cash out up to 20 days of annual leave the employee must have taken a period of annual leave or long service leave (or a combination of both) in the 12 months preceding the election that is equal to or greater than the amount of leave being cashed out (any period of annual or long service leave may only be used once to qualify under this subclause);
 - (c) where an employee has taken at least 20 days of annual leave or long service leave (or a combination of both) in the 12 months preceding the election, they may cash out 5 days or any higher amount of annual leave; and
 - (d) after the election, the employee's remaining accrued entitlement to paid annual leave will be four weeks or greater.
- 38.6 The value of annual leave cashed out under clause 38.5 will be the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
- 38.7 Where an employee's annual leave credits total 80 days or more as at 31 January or 31 July of any year (the 80 days is not pro rata for a part-time employee), the employing Member may direct the employee

to take a period of annual leave of up to one quarter of the amount of annual leave credited to the employee provided:

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

38.8 Subject to clause 52.3, all unused annual leave will be paid out when an employee's employment under the MOP(S) Act ends. An employee's employment does not end where there is no break in MOP(S) Act employment.

38.9 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.

38.10 Annual leave is not accrued by casual employees.

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

39 Personal leave

39.1 Full-time employees are entitled to 15 days' leave at full pay per year of service to be used for personal illness or injury of the employee, or carer's leave (in accordance with clause 39.3).

39.2 Part-time employees are entitled to a pro rata accrual of personal leave in accordance with clause 31.3.

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

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

39.4 Personal leave will be cumulative and, except as adjusted for the recognition of prior service, portability of leave and leave without pay, will accrue from the date of commencement and on each subsequent anniversary.

- 39.5 All applications for personal leave are required to include the reason for taking leave. Any requirements for the provision of medical certificates or other documentary evidence will be determined by the employing Member, in accordance with the Fair Work Act.
- 39.6 As an administrative arrangement, an employee may use personal leave at half pay on the basis that one day of personal leave at full pay is equivalent to two days of personal leave at half pay.
- 39.7 If an employee who has exhausted his or her personal leave entitlements requires leave because of a personal illness or injury of the employee, unpaid personal leave may be available. Unpaid carer's leave must be taken in accordance with clause 40.
- 39.8 Unused personal leave will not be paid out on termination of employment.
- 39.9 Personal leave is not accrued by casual employees.
- 39.10 Further information can be found in the Guideline 'Leave and public holidays'.

40 Unpaid carer's leave

- 40.1 Employees, including casual employees, are entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support during such a period because of:
 - (a) a personal illness, or injury, of the family/household member; or
 - (b) an unexpected emergency affecting the family/household member.
- 40.2 The entitlement in clause 40.1 is to two days' leave for full-time, part-time and casual employees, and is not subject to a pro rata in accordance with clause 31.3.
- 40.3 An employee is entitled to unpaid carer's leave for a particular period only if the employee cannot take an amount of personal leave under clause 39 during the period.
- 40.4 A period of unpaid carer's leave will not count as service for any purpose. However, it will not break an employee's period of continuous service.
- 40.5 Further information can be found in the Guideline 'Leave and public holidays'.

41 Compassionate leave

- 41.1 Employees, other than casual employees, are entitled to a period of two days of paid compassionate leave for each occasion a member of the employee's immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life.
- 41.2 Employees, other than casual employees, are entitled to a period of three days of paid compassionate leave for each occasion a member of the employee's immediate family, member of the employee's household or friend dies.
- 41.3 Casual employees are entitled to unpaid compassionate leave in accordance with the provisions of the Fair Work Act.
- 41.4 The entitlements in clauses 41.1 and 41.2 apply to full-time and part-time employees, and are not subject to a pro rata in accordance with clause 31.3.
- 41.5 Further information can be found in the Guideline 'Leave and public holidays'.

42 Community service leave

- 42.1 Employees, other than casual employees, are entitled to leave with full pay for a period during which the employee is undertaking eligible community service activities within the meaning given in Division 8 of the National Employment Standards.
- Note: 'Eligible community service activities' include undertaking a voluntary emergency services activity (including regular training, emergency services responses, reasonable travel time, reasonable recovery time and ceremonial duties) and jury service.
- 42.2 Further information can be found in the Guideline 'Leave and public holidays'.

43 Miscellaneous leave

- 43.1 Full pay non-accruing miscellaneous leave may be granted to employees, other than casual employees, subject to approval by the employing Member, for absences:
- (a) associated with purposes previously approved by the Minister on a standing basis; or

(b) for other purposes with the approval of the Department.

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

44 Other leave

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

- (a) Defence Force service;
- (b) participation in major international multi-disciplinary sporting events;
- (c) courses of study approved under clause 58.2;
- (d) war service sick leave; and
- (e) political exchange leave.

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

45 Long service leave

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

45.2 Each period of absence on long service leave must be a minimum of seven consecutive calendar days at full pay, or 14 consecutive calendar days at half pay. Periods of absence on long service leave are not to be broken by other forms of leave unless provided otherwise by legislation.

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

45.4 For the purposes of the LSL Act, an employee who has attained the age of 55 years may retire at any time on or after having attained that age.

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

46 Maternity leave

- 46.1 Employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
- 46.2 An employee entitled to paid maternity leave under the ML Act, will also receive an additional four weeks paid leave to be taken immediately following the period of paid maternity leave provided under the ML Act. The additional leave will count as service for all purposes.
- 46.3 An employee may elect to spread the payment for the period of paid maternity leave (if eligible) and additional leave over a period of up to 32 weeks at a rate of half normal salary. As this is an administrative arrangement, the additional leave beyond the 16 weeks will not count as service for any purpose, but does not break an employee's period of continuous service.
- 46.4 Any unpaid absence beyond 16 weeks will not count as service for any purpose.
- 46.5 If an employee's employment is terminated in accordance with section 16(1), 16(2) or 23(1) of the MOP(S) Act:
- (a) during a period while the employee is absent from duty and is receiving pay in accordance with clauses 46.1 or 46.2; or
 - (b) within the period commencing six weeks prior to the expected date of birth of the child, but before the commencement of maternity leave,
- the employee is entitled to receive a payment equal to:
- (c) the amount the employee would have been entitled to in accordance with clauses 46.1 and 46.2 had the employee's employment not been terminated; less
 - (d) any payment the employee has already received in accordance with clauses 46.1 and 46.2 for that period of absence from duty.
- 46.6 If an employee:
- (a) receives a payment in accordance with clause 46.5; and
 - (b) after the employee's employment is terminated, receives paid leave in accordance with the ML Act or additional paid maternity leave from another employer,

then:

- (c) the employee is required to pay the Commonwealth within 60 days an amount equal to the lesser of:
 - (i) the weekly amount the employee would have received in accordance with clauses 46.1 and 46.2 multiplied by the number of weeks that the employee receives paid maternity leave from the new employer during which the employee would have received paid maternity leave under clauses 46.1 and 46.2 had the employee's original MOP(S) Act employment continued; and
 - (ii) the weekly amount received from the new employer while the employee is on paid maternity leave multiplied by the number of weeks that the employee receives paid maternity leave from the new employer during which the employee would have received paid maternity leave under clauses 46.1 and 46.2 had the employee's original MOP(S) Act employment continued, and
- (d) the Commonwealth will be entitled to recover from the employee an amount equal to the relevant amount described under clause 46.6(c) from any payment the Commonwealth is required to make to the employee or as a debt to the Commonwealth.

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

47 Adoption leave

47.1 An employee with at least 12 months eligible service, other than a casual employee, who adopts a child and is the primary carer of the child is entitled to up to 16 weeks of paid adoption leave, subject to clauses 47.2 to 47.6.

47.2 For an employee to be eligible to receive paid adoption leave, the adopted child must:

- (a) be under 16 years of age as at the day of the placement, or expected day of the placement;
- (b) not have lived with the employee for a period of six months or more as at the day of the placement, or expected day of the placement; and
- (c) not be a child of the employee or the employee's spouse, de facto partner or a child of an immediate family member.

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

48 Supporting partner leave

- 48.1 An employee, other than a casual employee, who is not the primary care giver to a dependent child is entitled to three weeks of paid supporting partner leave within the 52 weeks following the birth or adoption of the dependent child.
- 48.2 As an administrative arrangement, an employee may use paid supporting partner leave at half pay on the basis that one day of leave at full pay is equivalent to two days of leave at half pay.
- 48.3 Further information can be found in the Guideline 'Leave and public holidays'.

49 Leave without pay

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

50 Public holidays and annual closedown

- 50.1 An employee is entitled to absent themselves from work on a day that is a public holiday at the employee's work base and/or at a location where the employee is travelling on official business, and will be paid for ordinary hours that would otherwise be worked on that day. For the purposes of this clause 50, a public holiday means:
- (a) New Year's Day or if that day falls on a Saturday or Sunday, the following Monday;
 - (b) Australia Day or if that day falls on a Saturday or Sunday, the following Monday;
 - (c) Good Friday, Easter Saturday and Easter Monday;
 - (d) Anzac Day, or where another day is substituted by the relevant State or Territory Government, that day;
 - (e) Christmas Day, or if that day falls on a Saturday or Sunday, 27 December;
 - (f) Boxing Day, or if that day falls on a Saturday or Sunday, 28 December;
 - (g) Queen's Birthday, as gazetted by the relevant State or Territory Government;
 - (h) Labour Day, as gazetted by the relevant State or Territory Government; and
 - (i) any other days gazetted as public holidays by the State or Territory Government in the State or Territory of the employee's work base and/or at a location where the employee is travelling on official business that would apply to the employee.
- 50.2 Employees are not required to attend for duty on the business days falling between Christmas Day and New Year's Day ('annual closedown') which will be treated as public holidays. Where these days fall during a period of maternity, adoption or parental leave (but not supporting partner leave), leave without pay, or long service leave, the employee will remain on that leave and the associated rate of pay.
- 50.3 Where an employee is required to work ordinary hours of duty during the annual closedown, the employee may access paid time off for the ordinary hours worked. That paid time off must be used by 31 March in the year following the annual closedown, at a time subject to the agreement of the employing Member.
- 50.4 Further information can be found in the Guideline 'Leave and public holidays'.

51 Prior service

51.1 An employee who:

- (a) ceases to be employed under the MOP(S) Act under subsection 16(1), 16(2), 16(3), 23(1), 23(1A) or 23(2);
- (b) is subsequently appointed or engaged under the MOP(S) Act within six months of that cessation; and
- (c) pays to the Department within 60 calendar days of the new appointment or engagement an amount equal to the amount paid to the employee upon termination of his or her employment:
 - (i) in lieu of accumulated annual leave (if any) and as severance benefits, will have his or her immediately preceding period of employment under Part III or Part IV of the MOP(S) Act (and any previous periods in relation to which the relevant continuity of employment provisions have applied) recognised as service for all purposes in relation to his or her current period of employment; or
 - (ii) in lieu of accumulated annual leave (if any), will have his or her immediately preceding period of employment under Part III or Part IV of the MOP(S) Act (and any previous periods in relation to which the relevant continuity of employment provisions have applied) recognised as service for leave purposes in relation to his or her current period of employment; or
 - (iii) as severance benefits, will have his or her immediately preceding period of employment under Part III or Part IV of the MOP(S) Act (and any previous periods in relation to which the relevant continuity of employment provisions have applied) recognised as service for severance purposes in relation to his or her current period of employment.

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

51.2 An employee who:

- (a) resigns to contest a Federal, State or Territory election;
- (b) is unsuccessful and subsequently appointed or engaged within six months of resignation; and

- (c) pays to the Department within 60 calendar days of the new appointment or engagement an amount equal to the amount paid to the employee upon termination of his or her employment in lieu of accumulated annual leave (if any);

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

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

Employment with a State or Territory parliamentarian

- 51.4 An employee who was employed by a State or Territory parliamentarian, on a basis equivalent to ongoing or non-ongoing MOP(S) Act employment, immediately prior to employment under the MOP(S) Act, may have that service recognised for the purposes of calculating severance benefits. An employee is only eligible for recognition of service under this clause if, within one month of the commencement of their MOP(S) Act employment, the employee lodges a request with the Department to have the service recognised.
- 51.5 The previous service with a State or Territory parliamentarian must be continuous with MOP(S) Act employment in order to be recognised (i.e. there can be no business day between the end of the State or Territory parliamentary service and the commencement of the MOP(S) Act employment).
- 51.6 The previous service with a State or Territory parliamentarian will not be recognised where the employee has been paid a severance benefit, or similar payment, in relation to that service.
- 51.7 Further information can be found in the Guideline 'Recognition of prior service'.

52 Portability of leave

- 52.1 Employees, other than casual employees, who are:
 - (a) employed by a non-corporate Commonwealth entity as defined in section 11 of the *Public Governance, Performance and Accountability Act 2013*; and

- (b) granted leave without pay from that employer (the former employer) to undertake MOP(S) Act employment,

will have all their accrued leave credits recognised.

- 52.2 An employee's entitlement to the accrued leave credits specified in clause 52.1 and to any future leave entitlements will be in accordance with this Agreement.
- 52.3 On an employee's return to the former employer at the cessation of MOP(S) Act employment, the employee's accrued leave entitlements will be transferred to the former employer and will not be paid in lieu.
- 52.4 Further information can be found in the Guideline 'Recognition of prior service'.

53 Unauthorised absence

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

F TRAVEL

54 Travel

- 54.1 Employees may be directed by the employing Member to travel on official business either domestically or overseas. Further information can be found in the Guidelines 'Domestic travel', 'Overseas travel', 'Travelling allowance' and 'Motor vehicle allowance'.
- 54.2 Employees may be entitled to allowances, payments and reimbursements in relation to travel overseas on official business. Further information can be found in the Guideline 'Overseas travel'.
- 54.3 Excess (Canberra) Travel Leave is to compensate employees, whose work base is located in a remote and/or rural location as approved by the Minister or listed in clause 54.4, and who are required to travel from the employee's work base to Canberra on a Sunday or a day which is a public holiday in their work base, for a Parliamentary sitting commencing on the following day or on the day two days after the travel where that day is a Tuesday. In this circumstance, employees may claim and receive 0.5 additional days of annual leave for each Sunday and/or public holiday spent travelling for a Parliamentary sitting.
- 54.4 Excess (Canberra) Travel Leave under clause 54.3 will be available to employees whose work base is in Western Australia, the Northern Territory and the present Federal electorates of Capricornia, Dawson, Herbert, Kennedy or Leichhardt.
- 54.5 For the purposes of Excess (Canberra) Travel Leave, 'Parliamentary sitting' means a sitting of either House of Parliament (including a joint sitting) and Senate Estimates, whether for a single day or two or more consecutive days; but does not mean Senate Estimates spill-over or additional hearings, nor other standing, select or joint committee hearings of the Parliament.
- 54.6 Employees may be entitled to travel for approved learning and professional development activities, within budgetary and policy constraints.

55 Travel allowance – domestic travel

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

- 55.4 If an employee resides in one location away from their work base for a continuous period of longer than 35 nights, a review rate of TA based on actual expenses, up to a maximum of the TA rate for the location, will be paid for subsequent nights.
- 55.5 Subject to clause 55.6, the rates of TA will be set by the Independent Parliamentary Expenses Authority in accordance with rates determined from time to time by an independent organisation, as determined by the Independent Parliamentary Expenses Authority, based on current market data.
- 55.6 For overnight stays in Canberra:
- (a) the rate for senior staff will be the Canberra rate of TA for Members, as determined from time to time by the Remuneration Tribunal; and
 - (b) the rate for employees who are not senior staff will be \$10 less than the Canberra rate of TA for Members, as determined from time to time by the Remuneration Tribunal.
- 55.7 For overnight stays outside of Canberra, the single flat rate of TA will be based on the type of accommodation used:
- (a) *commercial accommodation*: the full (commercial) rate of TA will be paid where a receipt for the commercial accommodation is produced, or where a certification is made that a receipt for the commercial accommodation can be produced. Where neither a receipt is produced, nor a certification made; or where a certification is made but a receipt is not produced upon request by the Independent Parliamentary Expenses Authority, a rate of one third of the commercial rate is payable, rounded upwards to the nearest dollar; or
 - (b) *private non-commercial accommodation*: where an employee is accommodated in private, non-commercial accommodation, a rate of one third of the commercial rate is payable, rounded upwards to the nearest dollar.
- 55.8 The payment of TA in Canberra is limited to a maximum of 120 overnight stays per financial year for:
- (a) personal employees; and
 - (b) any electorate employee not subject to the electorate support budget,
- whose work base is not Canberra.

55.9 If:

- (a) the work base of a personal employee, or an electorate employee not subject to the electorate support budget, is neither Canberra nor an office of the employing Member provided at Commonwealth expense; and
- (b) the employee has already received TA during the same financial year for overnight stays in Canberra or the location of an office of the employing Member provided at Commonwealth expense that, when aggregated, total 120 overnight stays,

the employee will not receive TA for any additional overnight stays in these locations for the rest of the financial year.

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

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

56 Excess baggage reimbursement

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

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

57 Motor vehicle allowance

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

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

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

G LEARNING AND PROFESSIONAL DEVELOPMENT

58 Learning and development options

- 58.1 Learning and development available to employees includes a Professional Development Program, arranged by the Department, which provides focussed and tailored training designed to enhance employees' skills and knowledge and contribute to the support role that employees provide to their employing Members. This program includes sessions to support new employees in their understanding of the terms and conditions of their employment, and sessions to assist workplace managers to improve and maintain accountability and office management practices.
- 58.2 Studies assistance will be available for ongoing and non-ongoing employees for accredited courses considered relevant to the employee's employment at educational institutions, including nationally accredited training authorities and registered training providers. An employee may be eligible for:
- (a) up to five hours paid study leave per week to undertake such courses; and
 - (b) whole or partial reimbursement, up to a maximum of \$10,000 per financial year, of any compulsory tuition or examination fees, HELP (Higher Education Loan Program), TAFE and course fees but not administration charges or student union fees.
- 58.3 Reimbursement, and the maximum reimbursement threshold, will be pro rata for part-time employees or where an employee commences MOP(S) Act employment during the relevant semester.
- 58.4 Reimbursement will be made on the provision of evidence of successful completion of the relevant component of the course and the associated costs. Where HELP payments are deferred, the reimbursement will be reduced for any discount applying to a voluntary payment of HELP.
- 58.5 Reimbursement will not be made where the employee ceases MOP(S) Act employment before the completion of the component of the course.
- 58.6 An employee wishing to apply for studies assistance pursuant to clause 58.2 will require the written support of his or her employing Member and the approval of the Department.
- 58.7 Ad hoc learning and development opportunities for Government personal employees and personal employees of Presiding Officers may be provided by their home departments.
- 58.8 Ad hoc learning and development opportunities for electorate employees, and personal employees other than those referred to in

clause 58.7, will be available subject to the support of the employing Member and the approval of the Department. This may include attendance at events within Australia such as courses, seminars, workshops and conferences. These events must be related to the employee's duties, tasks and responsibilities, and may include (but are not limited to) the following types of topics: management, professional writing, public speaking, and communication skills. The Department may withhold approval to attend an event that duplicates a learning and development opportunity provided by the Department or that is not considered value for money.

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

H WORK HEALTH AND SAFETY

59 Work health and safety

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

60 Employee Assistance Program

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

I TERMINATION OF EMPLOYMENT

61 Notice of termination

61.1 Subject to clauses 61.2 to 61.5, where an employee's employment is terminated under subsection 16(3) or subsection 23(2) of the MOP(S) Act, the employee is entitled to a period of notice of termination or a payment in lieu of notice calculated as follows:

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

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

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

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

61.5 Clauses 61.1 to 61.4 do not apply to the following groups of employees:

- (a) ongoing Commonwealth employees who are on leave, including ongoing APS employees who have been granted leave without pay under the *Australian Public Service Commissioner's Directions 2016* (as varied or replaced from time to time), to undertake employment under the MOP(S) Act; and
- (b) casual employees.

62 Severance benefits

62.1 Severance benefits are payable in accordance with clause 62.2 to ongoing employees whose employment is terminated under Part III or Part IV of the MOP(S) Act other than:

- (a) employees that resign;

- (b) employees of the APS, the public service of a State or Territory, or any other public sector employer from which they are on leave;
- (c) employees guilty of serious misconduct in the view of the Minister, that is misconduct of such a nature that it would be unreasonable to require the employing Member to continue the employment of the employee;
- (d) employees who have been approved for an invalidity retirement benefit from the CSS or the PSS;
- (e) employees terminated during probation;
- (f) employees who immediately prior to the cessation of their employment under the MOP(S) Act have been absent from duty without approved leave for a continuous period of 10 business days and who have failed to notify a reasonable cause for their absence to the employing Member (either prior to or, in special circumstances, subsequent to their absence); and
- (g) employees who are re-employed under the MOP(S) Act without a break in MOP(S) Act employment (whether that employment is with the employee's original employing Member or another Member).

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

<u>Length of continuous service</u>	<u>Gross benefit</u>
Less than 1 year	4 weeks' pay
1 year or more but less than 2 years	8 weeks' pay
2 years or more but less than 3 years	10 weeks' pay
3 years or more but less than 4 years	12 weeks' pay
4 years or more but less than 5 years	13 weeks' pay
5 years or more but less than 7 years	14 weeks' pay
7 years or more	2 weeks' pay, plus 2 weeks' pay for every completed year, up to a maximum of 48 weeks' pay.

62.3 In clause 62.2:

continuous service means an employee's combined periods of:

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

but does not include any periods preceding:

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

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

- (a) higher duties allowance, or other allowances paid in relation to temporary performance progression, unless the temporary performance progression has been for a continuous period of 12 months or more at the time of termination; or
- (b) corporate responsibility allowance.

62.4 Subject to clause 62.6, where an employee is:

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

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

62.5 If in the circumstances set out in clause 62.4 severance benefits have already been paid to an employee (the amount paid) that exceeds the severance benefits payable to the employee under clause 62.2 (the entitlement), the difference between the amount paid and the entitlement will be an overpayment of remuneration to the employee.

Such an overpayment will be a debt owed by the employee to the Commonwealth, and will be subject to clause 29.

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

62.6 Where an employee is:

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

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

63 Additional severance benefits

63.1 Severance benefits payable under clause 62 will be increased by 30 per cent if an employee's MOP(S) Act employment terminates as a result of the employing Member ceasing to hold office (i.e. under subsections 16(1), 16(2) or 23(1) of the MOP(S) Act) and if the benefits are not treated as a genuine redundancy payment for the purpose of subdivision 83-C of the *Income Tax Assessment Act 1997*.

Note: The severance benefits payable to an employee under clause 62 where the employee's MOP(S) Act employment has terminated as a result of the employing Member ceasing to hold office (i.e. under subsections 16(1), 16(2) or 23(1) of the MOP(S) Act) are currently not treated as a genuine redundancy payment for the purpose of subdivision 83-C of the *Income Tax Assessment Act 1997*.

64 Career transition payment (CTP)

64.1 In recognition of the nature of MOP(S) Act employment, a payment of up to \$500 (GST inclusive) is, subject to clause 64.2, payable to an employee for career transition counselling, training or financial advice upon the occasion in respect of which severance benefits are payable. Pro rata payments of CTP will be made to part-time employees based on their ordinary hours of duty at the date of termination of their employment.

- 64.2 To be eligible for the CTP, the counselling/training/financial advice must be approved by the Department and occur within six months of termination.
- 64.3 The costs of counselling, training or financial advice may be paid by the Department to the service provider or will be borne by the individual and be reimbursed by the Department upon the production of receipts.

65 Termination of employment

- 65.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
 - (a) Division 3 of Part 3-2 of the Fair Work Act;
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) at common law.
- 65.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedures addressed in clause 66 of this Agreement.
- 65.3 Nothing in this Agreement prevents the employing Member from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123 of the Fair Work Act.

J DISPUTE PREVENTION AND RESOLUTION

66 Dispute prevention and resolution

- 66.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this clause 66 sets out procedures to settle the dispute.
- 66.2 An employee who is a party to the dispute may designate a representative for the purposes of the procedures in this clause 66.
- 66.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by taking each of the following steps:
- (a) participating in a discussion between the employee(s) (and where they choose, their chosen representative) and the relevant supervisor(s) (e.g. the office manager or Chief of Staff);
 - (b) participating in a discussion between the employee(s) (and where they choose, their chosen representative) and the employing Member; and
 - (c) referring the matter to the Department.
- 66.4 If the matter cannot be resolved at the workplace level in accordance with the steps set out in clause 66.3, a party to the dispute may refer the matter to the Fair Work Commission.
- 66.5 Where a matter has been referred to the Fair Work Commission under clause 66.4, and where the referring party subsequently applies to have the dispute reviewed by a court or tribunal or under an alternative process, and the action may be reviewed by that court or tribunal or under that alternative process, then that referring party must discontinue the application to the Fair Work Commission in accordance with section 588 of the Fair Work Act.
- 66.6 The Fair Work Commission may deal with the dispute in two stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and

- (ii) make a determination that is binding on the parties.

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

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

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

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

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

K DEFINITIONS AND INTERPRETATION

67 Definitions

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

"additional hours" refers to hours of work over and above the ordinary hours of duty as specified in clause 31, 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 on an occasional, non-systematic or irregular basis, under an employment agreement (referred to in clauses 7.2 and 11.2 of this Agreement) that specifies the basis of the employment to be casual.

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

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

"CSS" means the Commonwealth Superannuation Scheme.

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

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

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

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

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

"established position" means a position allocated to a Member under arrangements approved by the Prime Minister or Minister under sub-sections

13(2) or 20(2) of the MOP(S) Act against which the Member may employ electorate or personal employees up to the limit of the hours prescribed for the position.

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

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

"full-time hours" means the ordinary hours of duty per week for a full-time employee as specified in clause 31.1.

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

"Guidelines" refers to the policies, procedures and guidelines under clause 4 of this Agreement and amended from time to time.

"immediate family" means:

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

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

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

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

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

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

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

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

"ongoing employee" means an employee under the MOP(S) Act employed (wholly or partly) against an established position whose

employment will continue until terminated in accordance with sections 16 or 23 of the MOP(S) Act.

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

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

"PSS" means the Public Sector Superannuation Scheme.

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

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

"severance benefits" include additional severance benefits under clause 63 if that clause applies

"severance pay period" means the period, commencing from the date of termination of the employee's employment under the MOP(S) Act, which corresponds to the number of weeks' pay of the relevant gross benefit in clause 62.2.

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

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

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

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

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

"work base" refers:

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

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

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

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

68 Interpretation

- 68.1 Unless otherwise specified, a reference to legislation is to that legislation as amended, re-enacted or replaced from time to time and includes subordinate legislation.
- 68.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

L ATTACHMENTS

Attachment A: Classification structure: senior staff

Classification Structure: Senior Staff								
Principal Adviser	Senior Adviser 3	Chief of Staff 2 Senior Media Adviser 3	Senior Adviser 2 Senior Media Adviser 2	Chief of Staff 1 Senior Adviser 1 Senior Media Adviser 1	Current Salary	Salary effective from 6 months after EA commences	Salary effective from 12 months after prior increase	Salary effective from 24 months after prior increase
Government*						Private sector WPI to be announced by APSC		
Opposition*								
Minor Party and Presiding Officers*								
10					269,631			
9					258,490			
8					247,349			
7					236,205			
6					225,063			
5					213,921			
4	7				202,780			
3	6				191,640			
2	5	8			180,499			
1	4	7			174,971			
	3	6	9		170,727			
	2	5	8		166,740			
	1	4	7		161,728			
		3	6	6	156,584			
		2	5	5	149,643			
		1	4	4	143,857			
			3	3	138,458			
			2	2	133,060			
			1	1				

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

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

Classification Structure: Government Personal Employees						
Classification			Current Salary	Salary effective from 6 months after EA commences	Salary effective from 12 months after prior increase	Salary effective from 24 months after prior increase
				<i>Private Sector WPI to be announced by APSC</i>		
Adviser Media Adviser	8		141,372			
	7		135,054			
	6		128,839			
	5		124,469			
	4		115,394			
	3		109,058			
	2		103,771			
	1		95,796			
	Assistant Adviser	5				
		4				
		3				
		2				
		1				

Government personal employees – Executive Assistant/Office Manager and Secretary/Administrative Assistant

Classification Structure: Government Personal Employees					
		Current Salary	Salary effective from 6 months after EA commences	Salary effective from 12 months after EA commences	Salary effective from 24 months after EA commences
			<i>Private sector WPI to be announced by APSC</i>		
Executive Assistant / Office Manager	9	79,866			
	8	77,926			
	7	76,508			
	6	74,410			
	5	72,150			
	4	70,238			
	3	68,482			
	2	66,745			
	1	64,684			
Secretary / Administrative Assistant	11	62,643			
	10	61,061			
	9	59,549			
	8	58,041			
	7	56,506			
	6	55,130			
	5	53,736			
	4	52,361			
	3	50,956			
	2				
	1				

Non-government personal employees – Adviser, Media Adviser and Assistant Adviser

Classification Structure: Non-Government Personal Employees					
Classification		Current Salary	Salary effective from 6 months after EA commences	Salary effective from 12 months after EA commences	Salary effective from 24 months after EA commences
			<i>Private sector WPI to be announced by APSC</i>		
Adviser Media Adviser	7	135,054			
	6	128,839			
	5	124,469			
	4	115,394			
	3	109,058			
	2	103,771			
	1				
Assistant Adviser					
	5	95,796			
	4	89,514			
	3	86,180			
	2	82,051			
	1	79,866			

Non-government personal employees – Executive Assistant and Secretary/Administrative Assistant

Classification Structure: Non-Government Personal Employees					
Classification		Current Salary	Salary effective from 6 months after EA commences	Salary effective from 12 months after EA commences	Salary effective from 24 months after EA commences
			<i>Private sector WPI to be announced by APSC</i>		
Executive Assistant	7	76,508			
	6	74,410			
	5	72,150			
	4	70,238			
	3	68,482			
	2	66,745			
	1	64,684			
Secretary / Administrative Assistant	9	62,643			
	8	61,061			
	7	59,549			
	6	58,041			
	5	56,506			
	4	55,130			
	3	53,736			
	2	52,361			
	1	50,956			

Attachment C:
Classification structure: electorate employees

Classification Structure: Electorate Employees					
Classification		Current Salary	Salary effective from 6 months after EA commences	Salary effective from 12 months after EA commences	Salary effective from 24 months after EA commences
			<i>Private sector WPI to be announced by APSC</i>		
Electorate Officer C	4	86,180			
	3	82,052			
	2	77,926			
	1	76,508			
Electorate Officer B	5	72,150			
	4	68,482			
	3	66,745			
	2	64,685			
Electorate Officer A	8	61,061			
	7	58,041			
	6	55,130			
	5	52,360			
	4	50,956			
	3				
	2				
	1				

Attachment D: Allowances

Corporate Responsibility Allowance

Current	Allowance effective from 6 months after EA commences	Allowance effective from 12 months after EA commences	Allowance effective from 24 months after EA commences
\$21.22	Private sector WPI to be announced by APSC		

Electorate staff allowance

Level	Prior to commencement*	At commencement	Allowance effective from 6 months after EA commences	Allowance effective from 12 months after EA commences	Allowance effective from 24 months after EA commences
ESA1		\$2,015	Private sector WPI to be announced by APSC		
ESA2	\$4,029	\$4,029			
ESA3		\$6,045			
ESA4	\$8,061	\$8,061			
ESA5		\$10,076			
ESA6	\$12,091	\$12,091			
ESA7		\$14,106			
ESA8	\$16,121	\$16,121			
ESA9		\$18,136			
ESA10	\$20,150	\$20,150			
ESA11		\$22,166			
ESA12	\$24,182	\$24,182			
ESA13		\$26,198			
ESA14	\$28,213	\$28,213			
ESA15		\$30,228			

* Previously there were seven ESA levels. For ease of reference, the previous rates have been shown alongside the equivalent new ESA level.

Personal staff allowance

Classification	Current rates	Allowance effective from 6 months after EA commences	Allowance effective from 12 months after EA commences	Allowance effective from 24 months after EA commences
Senior staff	\$32,846	Private sector WPI to be announced by APSC		
Adviser - Media Adviser - Assistant Adviser	\$29,862			
Executive Assistant/Office Manager - Executive Assistant - Secretary/Administrative Assistant at salary points 10 and 11	\$24,962			
Secretary/Administrative Assistant (other than those at salary points 10 and 11)	\$19,589			

Allowance for drivers employed by former Prime Ministers

Current rate	Allowance effective from 6 months after EA commences	Allowance effective from 12 months after EA commences	Allowance effective from 24 months after EA commences
\$17,225	Private sector WPI to be announced by APSC		

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 On and from the commencement of this Agreement until the date of the salary adjustment at clause 15.1(a)(i), the following arrangements will apply to an employee who will receive electorate staff allowance (ESA):

- (a) clause 34 of this Agreement will apply other than clause 34.6.
- (b) clause 34.5 will have the following terms:

Subject to clause 34.8, the allocation of ESA levels by an employing Member at any time must not total more than:

- (a) 40 for a Member with two additional Electorate Officer positions allocated for second and third official electorate offices.*
- (b) 36 for a Member with an additional Electorate Officer position allocated for a second official electorate office; or*
- (c) 32 for other Members;*

- 1.2 The employing Member may allocate the level of ESA for each employee:

- (a) at the commencement of this Agreement; and
- (b) at the date of the salary adjustment at clause 15.1(a)(i).

- 1.3 Where an employing Member has not provided the Department with an ESA allocation to an employee by the commencement of clause 34 of this Agreement, no ESA will be payable to that employee until the Member makes an ESA allocation. An employing Member may make a retrospective initial allocation to an employee for up to six weeks after the commencement of clause 34 of this Agreement, and for up to six weeks after the date of the salary adjustment at clause 15.1(a)(i).

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

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-2**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-2”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Bernadette Walkerden

From: Sally Rugg <sally.m.rugg@gmail.com>
Sent: Wednesday, 18 January 2023 4:56 PM
To: Angus Mackenzie
Subject: Fwd: FW: FOR ACTION: New MOP(S) Act Employee Contract
Attachments: SEO18139P0422071910500.pdf

CAUTION: This email originated from outside of the organisation . Do not click links or open attachments unless you recognise the sender and know the content is safe.

This is my personal contract, which is completed electronically via an online form.

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

From: Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Date: Tue, Jul 19, 2022 at 10:54 AM
Subject: FW: FOR ACTION: New MOP(S) Act Employee Contract
To: MOPSPay&Conditions@finance.gov.au <MOPSPay&Conditions@finance.gov.au>
Cc: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>, sally.m.rugg@gmail.com <sally.m.rugg@gmail.com>, Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>

Dear MOPS

Confirming that the details below are correct.

Please find attached some of the forms for Sally. The outstanding forms will be supplied shortly.

Kind regards

Tamar

From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au>
Sent: Tuesday, 19 July 2022 10:30 AM
To: Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Subject: FOR ACTION: New MOP(S) Act Employee Contract



Australian Government
Department of Finance

Employing an ongoing employee contract

Dear Dr Monique Ryan or Authorised Officer.

You are receiving this email to to approve the below ongoing employment contract for Sally Rugg.

Please review the contract details and forward this email (ensuring that the contract is included in your email) to MOPS Pay & Conditions, advising that all details are correct and the contract is approved.

If details are not correct or require amendment, please contact the employee directly to make amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the employee's contract until you have provided it, with approval, by **forwarding**, or **replying**, to this email with the contract attached or included below.

Please ensure you copy in Sally Rugg when responding to MOPS Pay & Conditions.

Thank you,
MaPS HR Service Delivery Team

Office use only

VIC/Dr Monique Ryan/ONGOING CONTRACT/25/07/2022 - Sally Rugg

Submitted on Tue, 2022-07-19 10:19

Employee details

Details

Name of Employee

Sally Rugg

Employee email address

sally.m.rugg@gmail.com

Name of Employer (Parliamentarian)

Dr Monique Ryan

Email address of Employer or an Authorised Person

tamar.simons@aph.gov.au

State/territory

VIC

The employee is to be employed as a

Adviser (Non-government)

Employed on a

Full time basis - 38 hours per week

Commencing on (Commencement date and continuing until terminated)

25/07/2022

Employee salary per annum (full time equivalent)

\$136,607

Are you being allocated Electorate Staff Allowance (ESA) at the commencement of your employment?

No

Does your Employer require you to undertake a National Police History Check?

Yes

Have you been previously employed under the MOP(S) Act?

No (a Superannuation Options form must be completed)

Were you employed by a State or Territory parliamentarian, on a basis equivalent to ongoing or non-ongoing MOP(S) Act employment immediately prior to the employment under this Employment Agreement?

No

Probation

The probation will be

3 months

Terms and conditions

I acknowledge I have received the Fair Work Information Statement

Yes

I accept the offer of employment on the terms and conditions described in this Employment Agreement and have read and understand the details contained in the Employment Agreement

Yes

I understand that if I am being appointed, a probation period of 3 months will apply unless the Employer specifies another period or waives it in writing in this Employment Agreement, and that this initial period may be extended by up to 2 months by the Employer

Yes

I have familiarised myself with the Ministerial Staff Code of Conduct (applies to Ministerial staff, consultants and Minister's electorate officers)

Yes

I understand that knowingly giving false or misleading information is a serious offence under the Criminal Code Act 1995.

Yes

I have read and understood the Privacy Collection Notice.

Yes

Terms and conditions

Notice to prospective staff of a Minister or Parliamentary Secretary

If you are to be employed by a Minister or Parliamentary Secretary either in a personal or electorate staff position, it is a condition of your employment that you obtain and maintain a Negative Vetting 2 security clearance.

You will be provided with an electronic security clearance application shortly after you commence your employment with a Minister or Parliamentary Secretary and are asked to submit both the electronic version and a hard copy including relevant certified supporting documents to the Australian Government Security Vetting Agency within 28 days of receipt. Failure to complete the clearance application in the designated timeframe generates an unacceptable level of risk for potential security breaches and subsequent parliamentary embarrassment. Furthermore, your access to facilities, networks and materials will be limited, potentially affecting your ability to complete your required duties.

Obtaining a Negative Vetting 2 security clearance requires the disclosure of a comprehensive 10 year personal history including residential addresses, financial history and any overseas travel undertaken with corroborating documentary proof. The process will also require that you provide referees who can be contacted and that you undergo an interview which may include questioning in some detail on a range of personal matters such as your finances, relationships

and lifestyle. Obtaining your clearance will inevitably be a time consuming process as there are many forms to be completed and documents to be located. Should you require assistance with the application please contact the Staff Help Desk.

Privacy Collection Notice

Consistent with the Privacy Act 1988, the Department of Finance (Finance) uses and discloses personal information provided in this form to facilitate the administration of the parliamentary business resources framework and for employment purposes including to facilitate the management of incidents or complaints arising from employment. Personal and sensitive information may be disclosed to the employing Parliamentarian, the Independent Parliamentary Expenses Authority (IPEA), the Department of Parliamentary Services, the Parliamentary Workplace Support Service (PWSS), or as otherwise required by law. Details of the related expenditure may be tabled in Parliament, published on Finance's website, or provided to the Special Minister of State, IPEA, or publicly, as authorised by law. More information is available at <https://maps.finance.gov.au/maps-privacy-statement>.

General.

1. The employment relationship is between the Commonwealth and the Employee. References in this agreement to 'Employer' means the Parliamentarian, who is employing on behalf of the Commonwealth.
2. The Employee is employed under Part III of the MOP(S) Act when the Employee is:
 - a. a Personal Employee; or
 - b. an Electorate Employee of a:
 - Minister;
 - Parliamentary Secretary;
 - Leader or Deputy Leader of the Opposition in the Senate or House of Representatives; or
 - Leader or Deputy Leader of a recognised political party.
3. The employment is under Part IV of the MOP(S) Act where the Employee is an Electorate Employee of a Parliamentarian other than a Parliamentarian described in paragraph 2b. above.

4. The Employee's terms and conditions of employment are as set out in this Employment Agreement and the Commonwealth Members of Parliament Staff Enterprise Agreement 2020–23 ('Enterprise Agreement') (or any enterprise agreement that supersedes it) and are also subject to any determinations made by the Prime Minister or the Special Minister of State under the MOP(S) Act ('relevant determinations'). The Enterprise Agreement and any relevant determinations are not enforceable as terms of the employment contract. They have their own force under Commonwealth legislation.
5. Terms which are defined in the Enterprise Agreement or Guidelines have the same meaning in this Employment Agreement.
6. This Employment Agreement must not be amended in circumstances inconsistent with the Enterprise Agreement or any relevant determinations. If any aspect of the Employment Agreement is inconsistent with the Enterprise Agreement or any relevant determinations, then the Enterprise Agreement or the relevant determinations will prevail.
7. Subject to clause 6, this Employment Agreement may be varied by both parties completing and signing a Variation to an Existing Employment Agreement form.
8. If the Employee's employment changes so that it is no longer ongoing employment pursuant to Part III or Part IV of the MOP(S) Act (whichever applies), then a new Employment Agreement must be entered into and submitted to MaPS. In the event that the Employee and the Employer enter into a new Employment Agreement in those circumstances, this Employment Agreement will be deemed to be terminated by agreement of the parties upon commencement of the new Employment Agreement.
9. If:
 - a. the effect of this Employment Agreement is that the Employee is employed under Part III of the MOP(S) Act; and
 - b. immediately prior to this Employment Agreement coming into effect, the Employee was employed under Part IV of the MOP(S) Act by the Employer,
 - o then the Employer and the Employee agree that the Employee's employment under Part IV of the MOP(S) Act terminates on this Employment Agreement coming into effect.

10. If

1. the effect of this Employment Agreement is that the Employee is employed under Part IV of the MOP(S) Act; and
2. immediately prior to this Employment Agreement coming into effect, the Employee was employed under Part III of the MOP(S) Act by the Employer,
 - then the Employer and the Employee agree that the Employee's employment under Part III of the MOP(S) Act terminates on this Employment Agreement coming into effect.
2. The Employee will provide to MaPS evidence of the Employee's identity and birth date (such as a certified copy of the Employee's birth certificate, marriage certificate, passport or current driver's licence).
3. If the Employer is the Prime Minister, a Minister or a Parliamentary Secretary:
 1. it is a condition of employment that the Employee obtains and maintains a Negative Vetting 2 security clearance;
 2. the Employee must provide the Employer, and keep up-to-date, a Statement of Private Interests;
 3. the Ministerial Staff Code of Conduct applies. Under item 26, all employees covered by the Code are required to familiarise themselves with the Code upon commencement of their employment. A copy of the Code can be found at [Ministerial Staff Code of Conduct | Special Minister of State \(smos.gov.au\)](https://smos.gov.au) ; and
 4. the Lobbying Code of Conduct applies. A copy of the Code can be found at http://lobbyists.pmc.gov.au/conduct_code.cfm
3. An Employee must undertake a National Police History Check if required by the Employer. If the Employee is required to undertake a National Police History Check, then it is a condition of employment that the Employee provides and discloses all relevant information pursuant to the requirements of the National Police History Check application documentation. The results of this check may be used by your employer, in addition to other factors, to determine your continued suitability for employment.

Salary

14. The salary nominated must be within the employment framework approved in the Enterprise Agreement or determinations made by the Prime Minister or the Special Minister of State under the MOP(S) Act.
 - a. If the salary nominated is not within the employment framework it is not binding. The salary nominated is subject to confirmation by MaPS that it is consistent with the employment framework determined by the Prime Minister.
 - b. For the purposes of this Employment Agreement, 'employment framework' means the arrangements approved, conditions determined and determinations made from time to time by the Prime Minister or the Special Minister of State under the MOP(S) Act and/or the Enterprise Agreement.
 - c. Payment for periods of engagement advised through an Employment Agreement may be paid in whole or in part from funds available in the Electorate Support Budget. If so, where the Electorate Support Budget has insufficient funds to cover payment for parts or the entire period of engagement, the period of engagement that is not against a position will be valid only to the extent of the funds available in the Electorate Support Budget. In such cases, the Commonwealth will make payments only to the extent of the valid period of engagement, and payment for any additional time worked will be a matter between the Employee and the Employer (not the Commonwealth).

Superannuation

15. The Employee's superannuation arrangements will be in accordance with the Employee's elected preferences subject to the requirements of relevant legislation and individual superannuation schemes. Superannuation options are listed in the form titled Superannuation Options. The Employee may wish to seek independent financial advice (at his or her own expense) before completing the Superannuation Options form.
16. This clause 16 applies only to persons who are 'relevant persons' for the purposes of subsection 15(1) or subsection 22(1) of the MOP(S) Act.
 - a. The *Superannuation Act 1976* (CSS Act) and the Superannuation Act 1990 (PSS Act) apply to a person employed under Part III or Part IV of the MOP(S) Act as if that person were a temporary Employee for the purposes of the CSS Act or PSS Act, as relevant (if the person is eligible for membership of either scheme).

- b. A person who is not eligible for membership of those schemes, or who chooses not to rejoin the relevant scheme, will be provided with superannuation benefits in accordance with choice of fund arrangements under the *Superannuation Guarantee (Administration) Act 1992*.
17. Consistent with the Employee's status as a temporary Employee for the purposes of the CSS Act and the PSS Act, termination of the Employee's employment pursuant to subsection 16(1), subsection 16(2), or subsection 23(1), of the MOP(S) Act is not considered to be, and is not deemed to be, involuntary retirement for the purposes of the CSS Act or of the PSS Act.

Superannuation allowance

18. Eligible ongoing employees may elect to be paid an allowance in exchange for a lower employer superannuation contribution under clause 22 of the Enterprise Agreement.

Pay Arrangements and access to PEMS

19. You will be paid fortnightly in arrears on a Thursday, by electronic funds transfer into an Australian financial institution account of your choice. PEMS provides Employees with secure online access to view your payslip. In order to be issued with a logon to PEMS, you must have an official gov.au email address.

Debt Recovery

20. In accordance with clause 28 of the Enterprise Agreement, the Employee agrees that a debt owed to the Commonwealth in relation to the employment, because the Employee has received an overpayment of salary, allowances or other remuneration (including a severance benefit), or incurred an expense outside of entitlement, will be recovered by way of set-off from the Employee's pay or salary while the Employee continues in employment under the MOP(S) Act, future payments of Travelling Allowance or Motor Vehicle Allowance in relation to debts incurred in the course of travel, or from the Employee's pay or salary, leave entitlements or other monies (except superannuation

funds) payable if the Employee is leaving or has left employment under the MOP(S) Act.

Termination

21.

- a. The Employee's employment may be terminated pursuant to:
 - i. Section 16 of the MOP(S) Act, if the Employee is employed under Part III of the MOP(S) Act; or
 - ii. Section 23 of the MOP(S) Act, if the Employee is employed under Part IV of the MOP(S) Act.
- b. The Employee may, at any time, terminate his or her employment by giving notice in writing to the Employer.
- c. Where the Employee's employment is terminated under subsection 16(3) or subsection 23(2) of the MOP(S) Act, the Employee is entitled to a period of notice of termination or a payment in lieu of notice calculated as follows:

Employee's period of continuous service with the Commonwealth (including service under the MOP(S) Act with another Employer)	Period of notice
Not more than one year	1 weeks
More than one 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

- d. The Senator or Member must provide in writing on the termination form 107 a reason for the termination of an employee.
- e. Where the Employee is over 45 years of age and has completed two (2) years' continuous service at the time of termination, the Employee will be entitled to an additional week's notice of termination or payment in lieu thereof.
- f. Where the Employee is guilty of serious misconduct, their employment may be terminated by written notice, and paragraphs c. and d. do not apply..
- g. If the Employee is an Australian Public Service Employee who has been granted leave without pay under the *Australian Public Service Commissioner's Directions 2016* (as varied or replaced from time to time) to undertake employment under

the MOP(S) Act, his or her employment may be terminated by written notice, and paragraphs c. and d. do not apply.

Agreement of the Employer or an Authorised Person

22. By agreeing to this Employment Agreement the employer or authorised officer is indicating that he or she has:

- a. In regard to staff being employed under Part III of the MOP(S) Act, the capacity to employ the Employee pursuant to section 13 of the MOP(S) Act;
- b. In regard to staff being employed under Part IV of the MOP(S) Act, the capacity to employ the Employee pursuant to section 20 of the MOP(S) Act;
- c. As an Authorised Person pursuant to section 32 of the MOP(S) Act, been authorised in writing by a Senator or Member to employ staff on behalf of the Commonwealth under Part III or IV of the MOP(S) Act, and that the Senator or Member has capacity to employ the Employee on behalf of the Commonwealth under section 13 or 20 of the MOP(S) Act.
- d. Certified that the Employee is not:
 - i. a spouse, de facto partner, child parent or sibling of the Employer;
 - ii. a child of the spouse or de facto partner of the Employer;
 - iii. a spouse or de facto partner of a child of the Employer; or
 - iv. a spouse or de facto partner of a sibling of the Employer

23. The following documents and forms are to be provided completed by the Employee:

- a. Proof of identity and birth date (such as a certified copy of Employee's birth certificate, marriage certificate, passport, current driver's licence, certificate of naturalisation)
- b. Employee's Personal Particulars – to be completed and signed by the Employee.
- c. Superannuation Options – to be completed and signed by the Employee
- d. Tax File Number Declaration – to be completed and signed by the Employee.
- e. National Police History Check- Form 78 - to be completed and signed by the Employee.

Employer

I certify that the employee is not:

- a. a spouse, de facto partner, child, parent or sibling of the Employer;
- b. a child of the spouse or de facto partner of the Employer;
- c. a spouse or de facto partner of a child of the Employer; or
- d. a spouse or de facto partner of a sibling of the Employer.

For further information please contact Ministerial and Parliamentary Services:

MaPS Help Desk: 02 6215 3333 (option 2)

Internet: [Ministerial and Parliamentary Services](#)

Email: mpshelp@finance.gov.au

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Sally Rugg
0447 587 006

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-3**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-3”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



OFFICE OF Monique Ryan MP

Independent Federal Member for Kooyong

Job Title:	Chief of Staff	Job Category:	Adviser
Location:	Melbourne	Travel Required:	Significant travel
Salary Range:	Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23: Salary Range: \$96,898 to \$136,607 plus 15.4% superannuation	Position Type:	Full Time (1.0 FTE) Ongoing – 3 month probation period applies
Parliamentary Staff Allowance:	In addition to your salary, a Parliamentary Staff Allowance of \$30,205 paid in recognition of, and compensation for, reasonable additional hours of work.	Reports to:	Monique Ryan
		Last reviewed:	July 2022

About the Office of Monique Ryan MP

In 2022 Monique Ryan MP created political history by becoming the first Independent and first woman to represent Kooyong, a seat which has been held by the Liberals since WWII. This is an exciting opportunity to be part of the team of Monique Ryan MP, working with Monique to bring about change on the issues that matter to Kooyong – especially urgent climate change action, integrity in government, and respect and true equality for women.

The Office of Monique Ryan MP embraces the values of respect, trust, courage, integrity, inclusiveness and optimism. Behaviours promoted in the office include engaging in positive action, acting in the best interests of Kooyong and its community, being welcoming and inclusive, and demonstrating honest and decent behaviour.

All employees are expected to sign a confidentiality agreement and code of conduct prior to the commencement of their employment.

JOB DESCRIPTION

The Chief of Staff (CoS) to Monique Ryan is an exciting, demanding, fast-paced senior leadership position. It is a strategic role that oversight of policy development and parliamentary activities, managing relationships with staff and stakeholders, and oversight of the planning and execution of budget, staffing, and administration of the MP's electorate and parliamentary offices.

The CoS will build and manage a high performing team of electorate staff to ensure that the team works strategically and collaboratively to deliver for the people of Kooyong.

The CoS role will provide expert and timely advice to the Member on complex and sensitive parliamentary, legislative, policy and political issues and will advise and support the Member in a wide variety of meetings, consultations and negotiations.

The CoS will also be responsible for the development and execution of a media and communications strategy for the Member, and will be responsible for drafting media responses, speeches, social media posts, website copy and constituency newsletters. The CoS will develop strong working relationships with local and national journalists.

The Chief of Staff is an employee of the Parliament of Australia. The position is directly accountable to the MP, and works closely with the MP and the Manager of the Electorate Office. The role requires versatility, flexibility, the ability to work to very tight deadlines, loyalty and confidentiality.

RESPONSIBILITIES

1. Build and manage a high performing team of paid and volunteer staff, including position descriptions, and professional development.
2. Formulate strategy for the MP's engagement with government, the electorate and key stakeholders, including identifying the aims, objectives, strategies, responsibilities, timelines, performance indicators and resources required to achieve the MP's goals.
3. Prepare and present a yearly budget for the Member's approval, across all activities.
4. Provide expert and timely advice to the Member on parliamentary, legislative, policy, political and constituency issues.
5. Coordinate Parliamentary business, including analysis of upcoming legislation and amendments and advice on parliamentary procedure.
6. Prepare Parliamentary speeches, speech notes, policy briefings, private members bills and amendments, letters and submissions on issues of interest.
7. Provide advice to MP on emerging policy issues and contribute to policy development, including capitalising on opportunities for Parliamentary action on priority issues.
8. Assist, represent and/or accompany the MP as required.
9. Develop and execute the media and communications strategy and draft copy for speeches, social media posts, media responses, website copy and constituency newsletter
10. All other responsibilities as lawfully directed by the MP.

PHYSICAL REQUIREMENTS OF THE ROLE

1. Able to work extended hours (12+) during Parliamentary sitting weeks and on weekends as required
2. Able to undertake office-based activities including sitting at a desk and using a computer for extended periods.
3. Able and willing to travel as required.

LICENSES & STATUTORY AUTHORITY TO WORK

1. Australian Citizenship or current Australian visa

OTHER RELEVANT INFORMATION

Employment will be subject to a police check and successful completion of a probation period.

PAY AND CONDITIONS

1. The position is offered under the *Members of Parliament (Staff) Act 1984*, and employment conditions are outlined in the Commonwealth Members of Parliament Staff Enterprise Agreement 2020-23 (the Enterprise Agreement 2020-23).
2. In addition to your salary, a Parliamentary Staff Allowance is paid in recognition of, and compensation for, reasonable additional hours of work. This is in addition to employer superannuation of 15.4%.
3. Where employees are directed by Monique Ryan MP to travel on official business, employees are entitled to allowances, payments and reimbursements as set out in the Enterprise Agreement 2020-2023.
4. The Office of Monique Ryan MP ensures Work Health and Safety practices are maintained and staff has access to the Employee Assistance Program.
5. A probationary period of 3 months, with the option of extending by a maximum of two months, will apply.

All employees are required to sign a Confidentiality and Code of Conduct Agreement and undergo a police records check.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-4**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

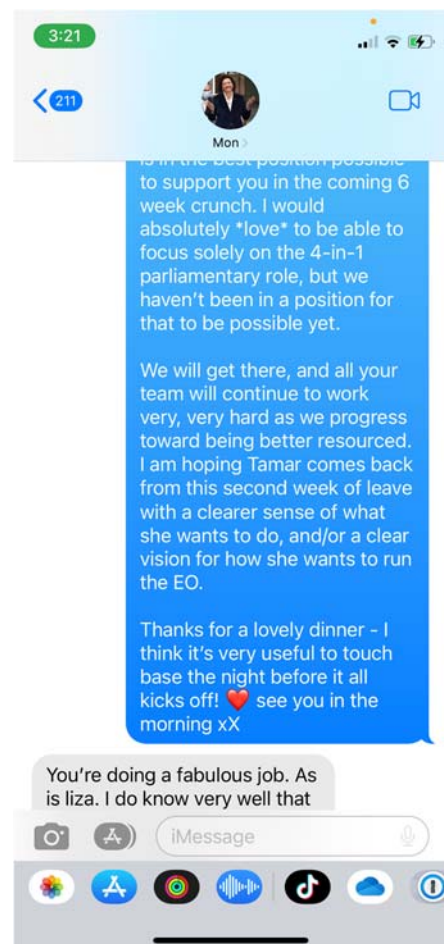
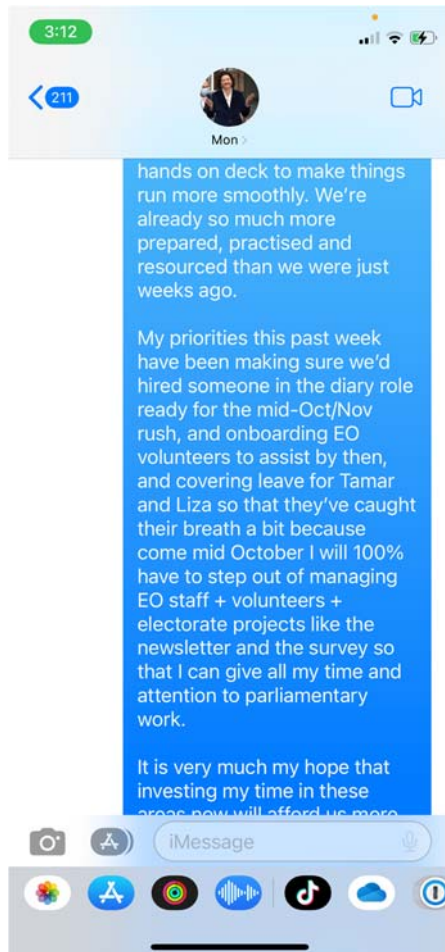
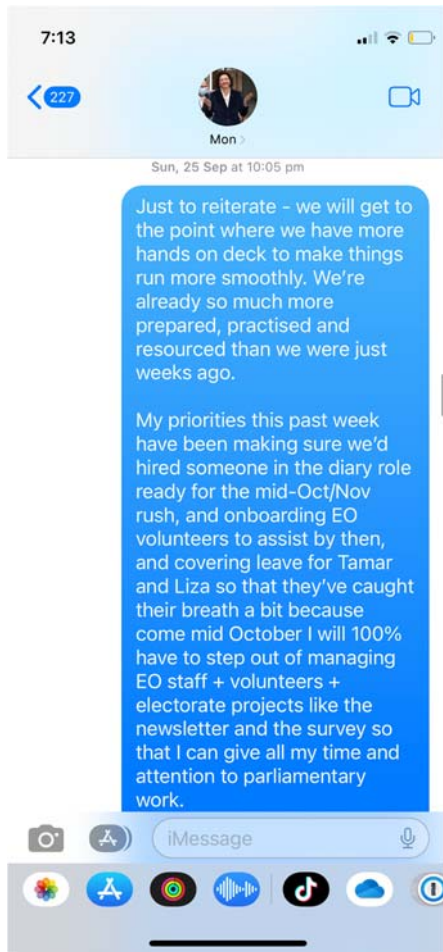
Signature of person taking affidavit

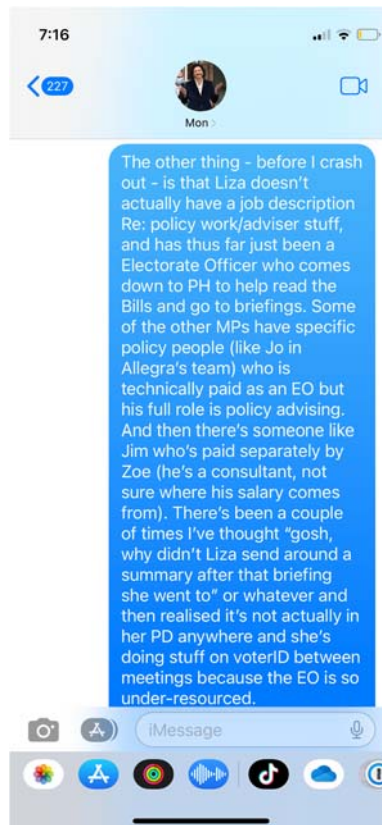
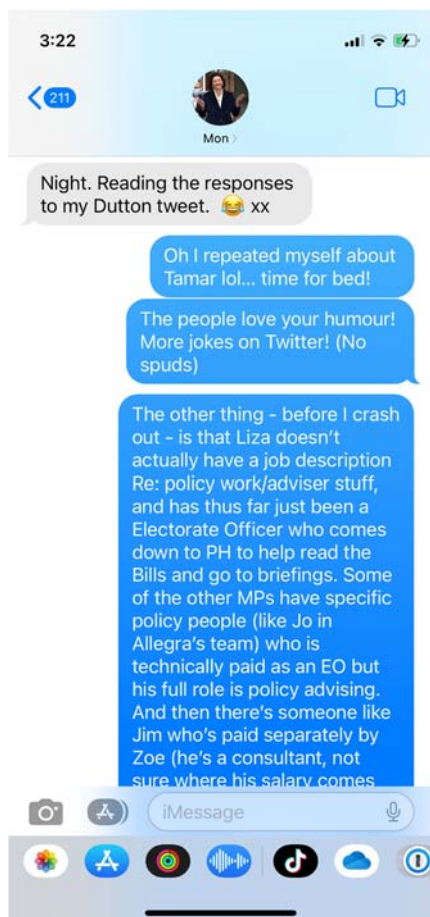
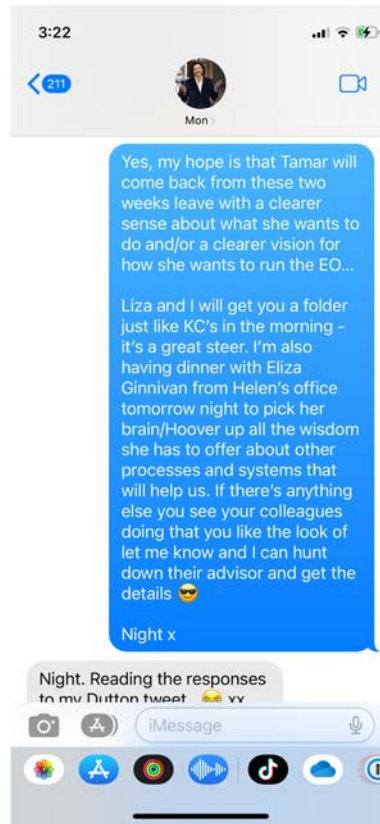
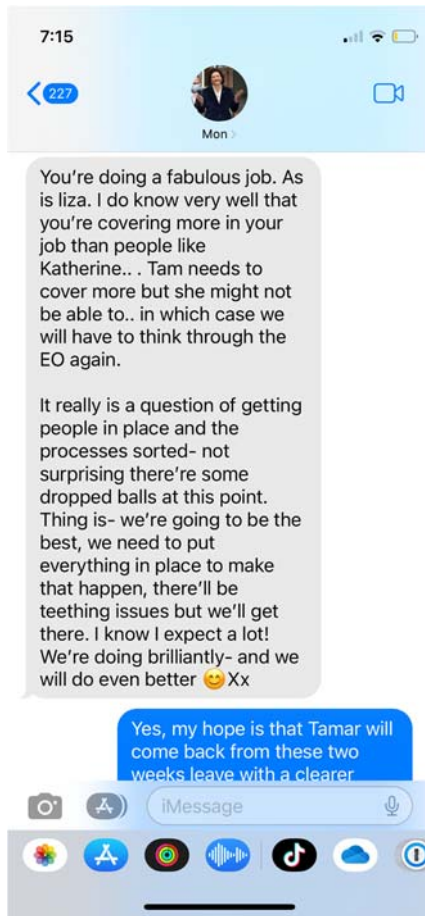
Annexure “SR-4”

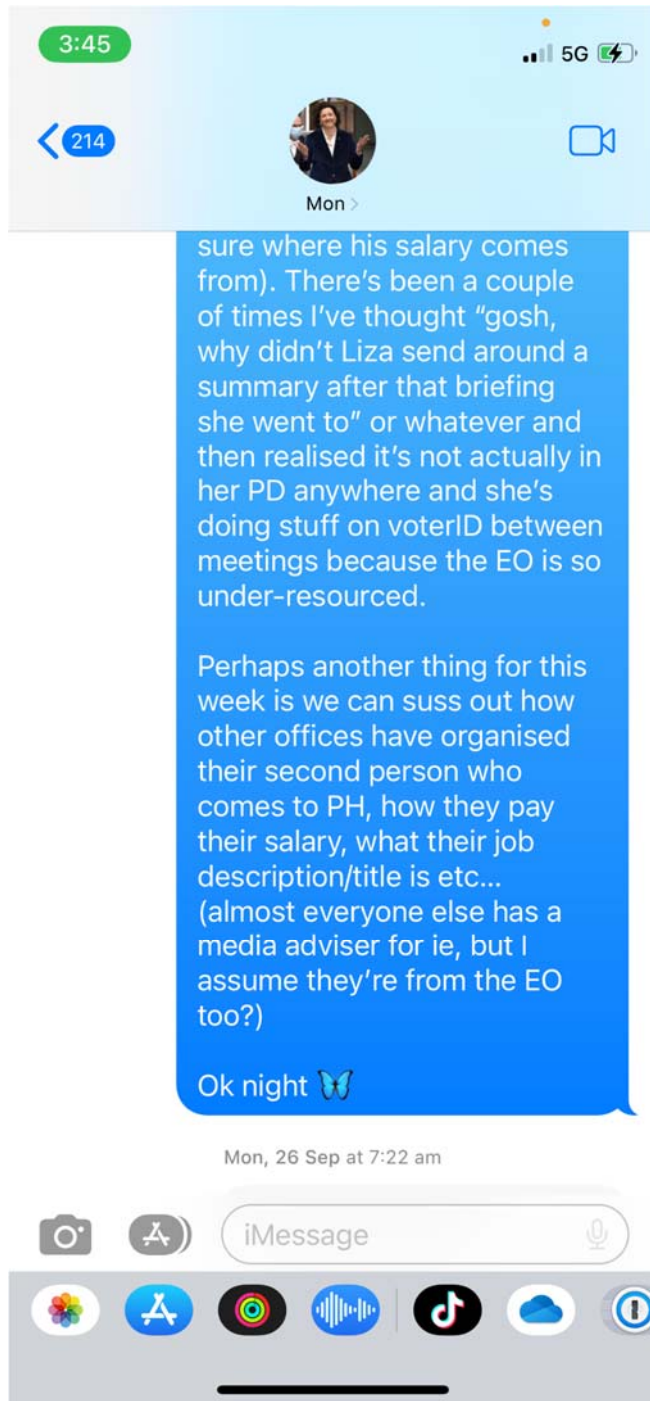
Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]









Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-5**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-5”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Fw: newsletter

Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
To: "sally.m.rugg@gmail.com" <sally.m.rugg@gmail.com>

Wed, Dec 7, 2022 at 3:05 PM

Sally Rugg
Chief of Staff

Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
moniqueryan.com.au
Instagram | Twitter | Facebook

The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.

From: Rugg, Sally (M. Ryan, MP)
Sent: Friday, September 30, 2022 11:29 AM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>; Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Subject: RE: newsletter

Hi Mon,

I removed the call-out for people to sign up to join steering committees, as well as the other volunteer updates/callouts, which I let you know the Sunday before last when I was getting out the last newsletter.

The reasons are three-fold: firstly, because we haven't established who on staff will lead and then oversee this work, which will be considerable, and until Usha starts mid-October the electorate staff don't have capacity to take on another volunteer project (we are prioritising getting volunteers assisting in the office with constituency correspondence and front desk support, so that Liza/Julia/Tam have more time to oversee projects like this). It would be a poor volunteer experience to sign up for these committees and not hear from us for a while, which is what I suspect would have happened.

Secondly because I don't feel that we have a plan for the steering committees just yet – are we asking people to apply for the positions (and on what criteria)? Will a staff member manage their work, including their meetings and the ideas we want them to consult on? That sort of thing. And thirdly, I wasn't expecting a call-out for the steering committees to be in the newsletter and so I hadn't prepared any digital infrastructure for it, like an EOI form or an online application process, and as I was already feeling very stretched with getting a more basic version of the newsletter out on time (I was pulling it together on the Sunday) I removed these sign ups. This was also the reason why I didn't upload your speeches to YouTube so that I could hyperlink them in the newsletter (which is what we've done previously).

I would like to make a plan for these steering committees before we recruit applicants for them. Tamar and I can make time next week to put together a proposal.

I have your Media Diversity speech ready to share, Mon – you might have seen me working on it in the APH office. I couldn't share it on the evening you did it and then prioritised the MedicineWlse video, so I was planning to share it on the weekend.

I've made an image to share on FB and Instagram today about your submission to safeguard mechanism, but will hold on this for the moment in light of the breaking news out of National Cabinet re: covid isolation and make a social media image for that.

Mon, we haven't dropped the ball on insta and FB – we are exceptionally short-staffed, and the consequence of this is that we're not able to deliver the volume of work of a fully-staffed team (or a fully staffed team with assistance from additional fundraised roles). We don't have a social media manager, we are all doing our very best. As mentioned above, I'll get some posts ready today.

I can give you an update you on the Community Survey early next week -- things are in train and starting to look promising.

Sally

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Friday, 30 September 2022 10:40 AM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>; Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Subject: newsletter

Hi both

Have drafted a newsletter, is short as only 2 weeks, and don't have the energy to go through everything.

Not sure what made the cut last time in terms of links- did we ever put out the call for NDIS/ integrity committees?

Also not sure where things stand re the community survey

Tam, I've not included the language about Justin the tree person if you could do that I would be grateful.

Would be great to include links to all the Canberra speeches- am conscious the media diversity speech has not been shared at all, which is a shame as it was such a good one.

Am heading out for a few hours but available on phone for any media around the national cabinet meeting.

Could one of you please put something on Insta? Tam, I thought yesterday you were going to rebadge Kylea's optus thing.

It's been **2 weeks** since we posted on Insta. I have no vision of the FB so don't know how long it is since we posted on FB.

I can't post to Insta or FB.

I feel like we have really dropped the ball on non-Twitter SM.

Mon

Dr Monique Ryan, MP

Independent Federal Member for Kooyong

T: (03) 9326 2900

E: monique.ryan.mp@aph.gov.au

moniqueryan.com.au

Instagram | Twitter | Facebook

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-6**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-6”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



5:04



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Mon >

Tue, 15 Nov at 9:38 am

Hope epilepsy event this morning goes well! Is there anything you'd like me to prepare for our meeting this arvo?

Thanks - no idea just an end of probation period catch up - so we can talk over his things are going and plans for next few months

Ok great

Is there anything you'd like me to raise at the XB meeting on your behalf at 11?

All good I'm on it

Wed, 16 Nov at 7:48 am

Hi Mon - would you like me to join your 8am teams meeting Re mental health services? (I'm not sure what it is - just saw it



iMessage



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Respondents

This is the annexure marked “**SR-7**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-7”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Fwd: Request for a formal performance review

Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
To: "sally.m.rugg@gmail.com" <sally.m.rugg@gmail.com>

Mon, Dec 5, 2022 at 9:48 AM

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Tuesday, November 15, 2022 6:35:40 PM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Subject: Re: Request for a formal performance review

Hi Sally

I'm really glad to hear that, and I agree it's not ideal for either of us that we're not on the same page about some aspects of our working relationship. Would be good to try to sort this out before next week.

A formal review is a really good idea. I'm in Geelong Thursday then have a couple of things on in the evening- and am in the city on Friday- I'll find out what time we finish Friday. Pete's away this week so is a juggle.

Mon

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Tuesday, November 15, 2022 5:28 pm
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Subject: Request for a formal performance review

Hi Mon,

I found today's chat about my first three months on the job confusing and upsetting. It worries me that we are on such different pages with my effort, commitment to the range of responsibilities in the role and the quality of work I'm delivering.

I love this job, and I work very hard to do a good job for you. I would like to keep working hard for you.

I think, particularly as there are parts of my performance that you're not satisfied with that it would be useful to meet again for a formal performance review – would you be up for this?

This way you can give me structured feedback in writing on where I can do better in line with the job description I was given, and I could complete a self-assessment against the role description for us to discuss too. I think this would give us an opportunity to properly assess what's going well, what's not hit the mark, the work I've delivered to date and where you'd like me to improve. It will also be opportunity for us to align on your expectations of me so that I can better and sooner understand when I'm not meeting those expectations.

I'm aware you're in committee meetings this Thursday and Friday but am not sure if they're in person or online. Could we do Thursday afternoon or early Friday morning?

There are templates for performance reviews online, or I'm happy to propose a process/template if you would like that.

Thanks,

Sally

Sally Rugg
Chief of Staff

Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

Certificate Identifying Annexure

No. of 2023

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Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-8**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie
Signature of person taking affidavit

Annexure “SR-8”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Performance review templates and information

Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
To: "Ryan, Monique (MP)" <Monique.Ryan@aph.gov.au>

Fri, Dec 2, 2022 at 11:46 AM

Hi Mon,

Here are some templates that might be a useful for you to use in preparing a performance review for me.

This is the MaPs template for performance reviews, which has an emphasis on managing an underperforming member of staff: [Setting up a performance agreement - checklist.pdf](#) ([finance.gov.au](#))

The Fair Work Commission also has a template, which you can find here: [M4-guide-to-managing-underperformance.docx](#) ([fairwork.gov.au](#))

The Ombudsman has a lot of very useful resources about the requirements, recommendations and best practice for performance reviews and performance management: [Managing performance & warnings - Fair Work Ombudsman](#)

It's my view that an End of Probation review is more appropriate for me, rather than a performance review. I have attached the **Victorian government’s guide to a probation review document**, and this is useful resource on what a probation review is and is not. Obviously it is up to you which kind of review is what you would like to proceed with for me.

It's recommended or required that performance reviews (annual or responsive to issues) as well as end of probation reviews include:

- Giving the employee notice that there will be a review with specific details of what the review will look at,
- The employee filling in a self-review, which is given to the employer to guide them as they write the employee's review,
- The employer completing a written review of the employee's performance, assessed against specific criteria that the employee is aware of (usually their PD, but sometimes project/assignment based) and has been in a position to fulfil,
- The employer and employee meet at an arranged time and discuss the documents they've each prepared,
- The employee is able to bring a support person to the review,
- (If not being terminated) Using the specific criteria that the employee's performance is measured against, employer and employee create goals for the next period (i.e the year, another 3 months etc) that are assessed at the next review,
- Every stage is documented and shared with both parties,

To this email I've attached,

- My PD,
- The original PD Ann sent me, which shows the tracked changes marking up an Adviser role to my Chief of Staff/Parliamentary Advisor/Media Adviser hybrid role,
- Some PDs of my peers in your colleagues' offices (I haven't got all of them),
- An overview of how other MPs have structured their teams and created their roles,

I would be very grateful if you could please let me know which kind of review you'd like to hold, when you'd like to hold this review and what I should prepare. I would also be grateful for the opportunity to provide you with a self-assessment against my PD that can show the work I've done in the last four months.

Thank you,

Sally

[Sally Rugg](#)
Chief of Staff
Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
[moniqueryan.com.au](#)
[Instagram](#) | [Twitter](#) | [Facebook](#)

The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Tuesday, November 15, 2022 6:35 PM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Subject: Re: Request for a formal performance review

Hi Sally

I'm really glad to hear that, and I agree it's not ideal for either of us that we're not on the same page about some aspects of our working relationship. Would be good to try to sort this out before next week.

A formal review is a really good idea. I'm in Geelong Thursday then have a couple of things on in the evening- and am in the city on Friday- I'll find out what time we finish Friday. Pete's away this week so is a juggle.

Mon

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Tuesday, November 15, 2022 5:28 pm
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Subject: Request for a formal performance review

Hi Mon,

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I’m aware you’re in committee meetings this Thursday and Friday but am not sure if they’re in person or online. Could we do Thursday afternoon or early Friday morning?

There are templates for performance reviews online, or I’m happy to propose a process/template if you would like that.


Thanks,


Sally


[Sally Rugg](#)
Chief of Staff


Office of Dr Monique Ryan MP
M: 0447587006
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The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.


- 9 attachments
- 


Three-month-probationary-period-review-guide.docx
31K
- 


Chief of Staff MR.docx
36K
- 


Zali_PD_DirectorComms 2022.pdf
182K
- 

Zali - PD - Parliamentary Advisor.pdf
177K
- 

Kate - PD - Media Adviser - July 2022.docx
28K
- 

Kylea - PD - policy adviser.pdf
162K
- 

Kylea - PD - Media Adviser.pdf
157K
- 

Crossbench Teams Structure and Roles.docx
27K
- 

Kylea - PD - Chief of Staff.docx
18K

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-9**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-9”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]

Angus Mackenzie
Type name

Performance review templates and information

Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
To: "Ryan, Monique (MP)" <Monique.Ryan@aph.gov.au>

Wed, Dec 7, 2022 at 5:27 PM

Hi Mon,

I'm following up on my request to have our conversation yesterday captured in writing. I wrote these notes last night for my records, so am sharing them in lieu of written documentation from you before or after the meeting.

I've written these notes out as it's now 24 hours after the conversation occurred and you haven't sent me a record of the conversation in writing, or put in writing the reasons you gave me for telling me that my employment wasn't working out. I am anxious that as more time passes it will be more difficult to document this conversation, and for me to properly understand the issues with my performance and the expectations you have of me to improve on my performance.

Can you please confirm if my summary is correct or if you'd like to add/change anything?

Tuesday 6th December

- At 5pm, Sally delivered a briefing paper to Monique's office for an upcoming radio interview. Once in her office, Monique asked Sally to close the door and sit down.
- Monique informed Sally that she was in the process of writing a formal warning letter, showing her the letter on her computer screen, because Sally flew to Melbourne shortly after testing positive for covid to isolate at home.
 - Sally and Monique briefly discussed whether flying with covid was lawful under current health orders.
 - Monique holds the view it was illegal, Sally holds the view it is not illegal.
 - Sally told Monique she personally paid for her flight after speaking with her GP who recommended Sally fly home to isolate.
 - Monique felt disbelief that a GP would advise this and asked how that could be the case. Sally told Monique that her medical discussions with her GP were none of Monique's business and that the choices Sally made when she had covid were not relevant to her employment.
 - Monique said that Sally telling another staffer that she travelled via plane while covid positive was a media and brand risk for Monique, which made it serious misconduct. Sally said that the other staffer she had told had also flown to Melbourne after testing positive, as did the Member for Melbourne and other members of parliament.
 - Sally said that she did not believe pandemic health orders made travelling with covid illegal and that because she was acting on advice from her GP and had paid for her own flight she did not think it fit the criteria of serious misconduct per the MoPs Agreement.
 - Monique said that she had got advice from MoPs and planned to proceed with disciplining Sally with the formal warning she had shown Sally on her computer.
 - Sally said that she did not think that was fair but understood that Monique intended to do this and had no say in the matter.
- Then Monique moved to a discussion of Sally's work performance and employment, describing it as 'not working out'. Sally did not have the opportunity to have a support person with her or to prepare for this conversation as she was not expecting it.
- Sally asked for examples, Monique gave the following examples for poor performance:
 - Monique said that she felt she had to push too hard for Sally to finalise dates for community engagement events for 2023 in a calendar document. Sally explained that the team had been waiting for the 2023 sitting calendar to be released. This issue was brought up by Monique when Monique first raised Sally's employment 'not working out'. Sally had explained at the time that events were not her role and that the team couldn't book in events until sitting dates for 2023 were released, and then worked with Tamar to produce a draft calendar without any dates hoping this would help reassure Monique the work was in train.
 - Monique said that Sally should not have pushed back on Monique calling an all-team meeting at 8:30am on the morning of Sunday 27th via the team slack, for 9am, to discuss plans for the following week. Sally texted Monique and suggested the team meet in a couple of hours at lunchtime as it was not appropriate to ask the entire team to meet at 9am on Sunday with 30 minutes notice. In the conversation in Monique's office Tuesday 6th, Monique said that Sally should not have told Monique to have the meeting at 'a more family friendly time' and that Sally and the rest of the team were paid to work extra hours on weekends.
 - Monique said that Monique should not have had to call the all team meeting on the morning of Sunday 27th in the first place but was forced to because Sally should have organised the meeting herself on Friday 25th. Monique said that it was stressful for her to have had to organise the meeting and to do the work Sally should have done, seeing Monique up til 1am (unsure this is the correct time?) on Saturday night writing a speech Sally should have written. Sally said that she was at home with covid that week including on Friday 25th which was why she hadn't organised a team meeting to plan for the following week and asked if Monique remembered that she was our with covid that day? Monique said she did remember, but that Sally should have been on top of this work regardless. Sally repeated that she was at home sick with covid, and Monique suggested Sally wasn't that sick because Sally was still working from home. Sally explained that she was unwell but was pushing herself to keep working despite this because she was trying to help Monique, and that if Monique had asked her to organise a meeting on Friday 25th from home then she would have done so or if she was unable to, would have made sure someone else did. (The team meeting on the Sunday went ahead at 1pm and Sally prepared the planning work ahead of the meeting, sharing in Slack that morning).
 - Monique said that another example of Monique needing to repeatedly ask Sally to do something and Sally not doing it (with the first example being not finalising the community engagement calendar for 2023 without Monique needing to push) was that Sally had not booked in a time for Sally's performance review in Monique's calendar. Sally said she felt that the ball was in Monique's court, as Sally had sent an email (below) outlining information about different types of performance reviews and asked for Monique to let her know, "which kind of review you'd like to hold, when you'd like to hold this review and what I should prepare." Monique did not reply to this email (below) and Sally was not even aware in Monique had read it or not. Sally said she didn't think it was fair that Monique saw this as an example of Sally not delivering work that Monique had asked her to do and that she was expecting Monique to inform her of the next steps in this process. Monique said that Sally knows how booking appointments in Monique's calendar works and that it was up to Sally to liaise with Monique's diary manager Usha to find a time.
 - Monique said another example of Sally not delivering work that Monique had asked her to deliver was that Monique had asked Sally to tell her or prepare a document on how Sally's role was too large and what should be carved out. Sally expressed confusion, saying she hadn't realised that this was something Monique wanted her to prepare for her. Monique said that they had discussed it in the previous meeting about Sally's employment with Monique on Tuesday November 15. Sally does not recall this as being a request for a discrete piece of work but agreed that Monique might have asked her and she didn't realise and said she would do that for her this week. Monique did not provide Sally with any documentation of the Tuesday 15th meeting or her expectations following the meeting.
- Sally asked Monique to clarify whether Monique planned on giving Sally an 'end of probation review' or a 'performance review', per Sally's email Friday 2nd December (below). Monique expressed some confusion about the difference between them, and the different documents Sally had provided in the email, and asked Sally to look over her shoulder on her computer screen to help her find the correct form and information on Sally's performance review. Sally explained the different documents linked below and that a performance review was about managing under-performance. Monique confirmed that an opportunity to discuss underperformance was kind of review she would like to proceed with.
- Sally asked if termination of Sally's employment would be discussed during this review, which Monique confirmed. Monique told Sally "I just don't think it's working out". Monique told Sally that she did not trust Sally to deliver work 'without pushing back'.
- Monique said that Sally should be prepared to work on weekends. Sally said that she did work almost every weekend, and gave examples of working the three previous Sundays and told Monique she could provide evidence of the work she's been doing on Sundays for as far back as Monique would like.
- Sally then asked Monique to engage MoPs to assist Monique ahead of this performance review to ensure that proper process is followed and that everything is properly documented. Monique said that she had emailed MoPs but they hadn't got back to her yet.
- Sally told Monique that she believed that Monique was stressed and exhausted and that she was taking this out on Sally unfairly, and that Sally had observed this behaviour from Monique previously, increasing after each sitting week. Sally said that she thought Monique firing her was a drastic decision and that it was being guided by Monique's emotions and not Sally's work performance. Sally told Monique that it was not fair to threaten Sally's employment "because you are grumpy". Sally told Monique that she was lashing out to the people closest to her and that she didn't feel like she deserved it.
- Sally requested that Monique write down the feedback Monique gave Sally verbally in this meeting, Monique agreed.
- Sally asked Monique if Monique had read the draft [Code of Conduct](#) for parliamentarians that was presented to parliament last week (drafted by the Joint Select Committee on Parliamentary Standards, per the recommendation from the Set The Standard report into parliamentary workplace culture). Monique said she had not read the code of conduct, Sally suggested she should.
- Meeting ended at 5:30pm

I want to reiterate my request to have discussions about my performance and about terminating my employment follow proper and fair process, including letting me know ahead of a meeting if you are planning to raise termination and making sure I can have documentation of these conversations.

Yesterday was the second time you've raised terminating my employment when I wasn't expecting a conversation about my performance or employment, without any documentation of what the issues you have with my employment. I wasn't able to have a support person with me, I don't have a formal record of the conversation, beyond the summary I've requested agreement on above, or anything to guide how you'd like me to improve. After the first time I explained to you that I wanted to follow a proper process, provided you with a range of resources for you to follow process and outlined how I've executed this kind of work in the past. You didn't reply to my email.

I also want to reiterate what I've told you at every opportunity: I love this job and I want to keep this job. I do not intend to resign and I don't want you to fire me. I do not believe there's any evidence that I'm under-performing, I think I am doing a very good job against an inappropriate position description and unreasonable expectations, and I don't understand how what you've raised with me to date are grounds to terminate my employment. I want our working relationship to go back to where it was and for us to realign on just how big this job is, how few resources you have, but that working as a team and pulling together in times of stress means we can do big, hard things together.

Please let me know if the notes I've summarised are accurate and if there's anything your recollection disagrees with or that you would like to add or change.

I also have my own notes from our meeting on Tuesday 15th November, but think too much time has passed to try to align on the summary of that conversation. I'm hoping all future conversations of this serious nature can be properly documented.

Thanks,

Sally

Sally Rugg
Chief of Staff
Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Friday, December 2, 2022 11:46 AM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Subject: Performance review templates and information

[Quoted text hidden]

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-10**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-10”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



	Mon Team	Allegra's Team	Zali's Team	Zoe's Team	Sophie's Team	Kate's Team	Kylea's Team	Helen's Team (2 extra)
Parliament:	<p>Chief of Staff (Sally) + media adviser</p> <p>Parliamentary and Policy Adviser (Liza)</p>	<p>Parliamentary and Policy Adviser (Jonathan)</p> <p>Parliamentary and Policy Adviser (Joe)</p> <p>Media Adviser (Peter)</p>	<p>Parliamentary and Policy Adviser (Luke)</p> <p>Parliamentary and Policy Adviser (Mahendra)</p> <p>Media adviser (Tiffany)</p>	<p>Parliamentary and Policy Adviser (Jim)</p> <p>Parliamentary and Policy Assistant (Priya)</p> <p>Media Adviser (Angela)</p>	<p>Parliamentary and Policy Adviser (Georgia)</p> <p>Parliamentary and Policy Adviser (Jacqui)</p> <p>Media adviser (Chris)</p>	<p>Parliamentary and Policy Adviser (Katherine)</p> <p>Media adviser (Jo)</p>	<p>Chief of Staff (Emma)</p> <p>Parliamentary and Policy Adviser (new person)</p> <p>Media Adviser (Eleanor)</p>	<p>Chief of Staff (Eliza)</p> <p>Parliamentary and Policy Adviser (Zoe)</p> <p>Media Adviser (Sally)</p>
Electorate:	<p>Office Manager (Tam)</p> <p>Constituent Officer (Julia)</p> <p>Constituent Officer (Hudson)</p> <p>Diary/EA (Usha)</p> <p>Social media assistant (Lilly)</p>	<p>Community Engagement Manager</p> <p>Office Manager</p> <p>Constituent Officer</p> <p>Social Media Officer</p> <p>EA/Diary manager</p>	<p>Electorate business manager</p> <p>Office manager (budgets, IT, fixing office issues)</p> <p>Volunteer coordinator</p> <p>Events and grants manager</p> <p>2 constituent liaisons</p> <p>Diary manager</p>	[unsure]	[unsure]	<p>Chief of Office</p> <p>Community Engagement Officer</p> <p>Constituent Officer</p> <p>Diary manager/EA</p>	<p>EO Lead (inc. community engagement)</p> <p>Constituent Officer</p> <p>Community Outreach</p>	<p>Office Manager</p> <p>Community Engagement Officer</p> <p>Constituent Officer</p> <p>Constituent Officer</p>

Note: Helen has two additional FTE (2 aph staff, 5 EO staff), and most of Allegra's staff are part time.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-11**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-11”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Fwd: Performance review / complaint form [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
To: "sally.m.rugg@gmail.com" <sally.m.rugg@gmail.com>

Thu, Dec 15, 2022 at 12:43 PM

From: Douglas, Michael <Michael.Douglas@pwss.gov.au>
Sent: Wednesday, December 14, 2022 11:29:45 AM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Subject: RE: Performance review / complaint form [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive
Personal privacy

Dear Sally,

I've attached our workplace complaint form which gives you an insight into the information that PWSS collects from clients.

Further to the SMS I sent, for your reflection, this link below lists a range of psychosocial hazards that can occur in workplaces. The duty holder has an obligation to minimise these as much as possible.

<https://www.safeworkaustralia.gov.au/safety-topic/managing-health-and-safety/mental-health>

Thanks

Michael Douglas | Case Coordinator

Parliamentary Workplace Support Service

Office of the Parliamentary Service Commissioner

E: Michael.Douglas@PWSS.gov.au **T:** 02 6202 3561 **M:** 0477 984 542

W: www.PWSS.gov.au **24/7 Support:** 1800 747 977 **Text the PWSS:** 0487 112 755

-
In the spirit of reconciliation, the Parliamentary Workplace Support Service acknowledges the Ngunnawal people as the traditional custodians of the land on which Australian Parliament House is situated, an area where people have met for thousands of years. We pay our respect to their Elders past and present and emerging, and extend that respect to all Aboriginal and Torres Strait Islander peoples.

The privacy of our clients and stakeholders is very important to us. We will treat your information confidentially, and will manage your personal and sensitive information in accordance with our [Privacy Policy](#) and [Privacy Collection Notice](#)

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Friday, 9 December 2022 2:32 PM
To: Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Fwd: Performance review

Hi Michael,

This is the email I've received from my boss about my meeting on Monday morning.

I'm not sure what redeployment refers to - do you know what that means?

Thank you again for all your support,

Sally

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Friday, December 9, 2022 2:09 pm
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Cc: MOPS Support <MOPSSupport@finance.gov.au>
Subject: Performance review

Good afternoon Sally,

I have set up a meeting to talk through your role and performance:

Performance as a Personal Adviser

Job Description

Redeployment

Recording leave

I'm told by MOPS that, given your probation period has lapsed, this needs to be a performance review.

This is an opportunity for us to have an open and honest discussion.

You are welcome to bring a support person to this meeting, please advise us ahead of the meeting if you intend to bring someone.

A MaPS HR Advice and Support team member will be present.

Mon

Dr Monique Ryan, MP

Independent Federal Member for Kooyong

T: (03) 9326 2900

E: monique.ryan.mp@aph.gov.au

moniqueryan.com.au

[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

IMPORTANT: This message, and any attachments to it, contains information that is confidential and may also be the subject of legal professional or other privilege. If you are not the intended recipient of this message, you must not review, copy, disseminate or disclose its contents to any other party or take action in reliance of any material contained within it. If you have received this message in error, please notify the sender immediately by return email informing them of the mistake and delete all copies of the message from your computer system.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-12**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-12”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Fw: MON Fwd: New Community Engagement Calendar

Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
To: "sally.m.rugg@gmail.com" <sally.m.rugg@gmail.com>

Wed, Dec 14, 2022 at 1:19 PM

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Wednesday, December 14, 2022 12:56:17 PM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Cc: Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Subject: RE: MON Fwd: New Community Engagement Calendar

Hi Sally,

the decision was made because of the current difficulties with our team structure and function- which you're obviously aware of- we discussed them on Monday.

Mon

Dr Monique Ryan, MP
Independent Federal Member for Kooyong
T: (03) 9326 2900
E: monique.ryan.mp@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Wednesday, 14 December 2022 12:26 PM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Subject: Re: MON Fwd: New Community Engagement Calendar

Hi Mon,

I agree that Nina's assessment is disappointing.

To me, your email reads as though you hold me responsible for a decision you and Nina have made - can you please clarify if that's what you mean (or something else?). If that is indeed what you mean, can you please help me to understand why you feel I'm responsible?

This email makes me feel very anxious so I would appreciate if you could help me to understand.

Thank you

Sally

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Wednesday, December 14, 2022 10:37:04 AM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Cc: Simons, Tamar (M. Ryan, MP) <Tamar.Simons@aph.gov.au>
Subject: RE: MON Fwd: New Community Engagement Calendar

Thanks Sally,

I 've spoke with Nina several times over last few days.

She feels we can't run the strategy day as planned on Monday given the current pressures on the team.

I've therefore postponed it until late Jan - date TBC.

We'll run a more limited planning exercise in the office- without Nina - on Monday afternoon.

For me, this is a really disappointing outcome - as I've repeatedly indicated to you, I think we're not as well placed as we should be going into 2023, in terms of our strategy and comms planning.

Mon

Dr Monique Ryan, MP
Independent Federal Member for Kooyong
T: (03) 9326 2900
E: monique.ryan.mp@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Tuesday, 13 December 2022 4:05 PM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Subject: Fwd: MON Fwd: New Community Engagement Calendar

Re-sending this attachment in case it's of assistance

[Quoted text hidden]

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-13**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-13”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Fwd: PIP

1 message

Thu, Dec 22, 2022 at 9:11 AM

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Wednesday, December 21, 2022 10:00:55 PM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au <Samirah.Siddique@finance.gov.au>; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Re: PIP

Hi Monique,

Please find attached my section of my performance review for your consideration.

Thanks,

Sally

[Sally Rugg](#)
Chief of Staff

Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Wednesday, December 21, 2022 12:37 PM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au <Samirah.Siddique@finance.gov.au>; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Re: PIP

Hi Monique,

Sounds great - thank you for setting out the plan and your expectations for me.

I've shared my view of the timing of the PIP, but as you've chosen to progress the PIP now I will happily work with you to create a plan to see me better understand and meet your expectations and priorities. I look forward to the opportunity to adjust my work to your expectations and prove to you my commitment to a restoration of our working relationship. I see this process as valuable and positive way forward.

To confirm:

- I will send you my review this afternoon,
- I will prepare thoughts and requests regarding the PIP for our meeting tomorrow,
- I will expect the PIP to be confirmed by 23/12 or 9/1, to begin on 9/1/23,
- Michael Douglas from the PWSS will dial into the meeting as my support person,

I will bring this information to our meeting tomorrow but wanted to ensure ahead of then that you were aware of my scheduled leave on the 19th and 20th of January, which I put through PEMS a few weeks ago. Kate and I have a 4 day holiday planned - our first solo holiday in four years - which I scheduled in January to minimise disruption with the parliamentary schedule.

Another piece of work that we have discussed in the past weeks has been preparing a proposal for you regarding the scope of my role, with suggestions on what could potentially be carved out to ensure priority work is properly resourced. I'd begun work on this with the intention of working with you at the end of the sitting year to finalise any potential adjustments to the position description. I'm unsure where this piece fits -- whether you'd like me to put together a brief proposal ahead of meeting tomorrow, or whether this sits separately from the PIP and is a parallel piece of work, or whether you'd like to pause this until after the PIP. I don't think this necessarily needs an answer right not but wanted to note that it's on my mind and offer to progress this for you, if you would like.

My apologies again about misunderstanding your expectation re: this morning's meeting. It was not my intention to deliberately not attend a 9am meeting with you and I apologise for the frustration and disrespect I imagine you felt.

Thanks,

Sally

[Sally Rugg](#)
Chief of Staff

Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Wednesday, December 21, 2022 12:12 PM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au <Samirah.Siddique@finance.gov.au>; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: PIP

Hi Sally

Could we please meet at 12pm tomorrow.

I'll use tomorrow's meeting to further review your performance as requested, but have formed the view that a PIP is necessary to address the performance gaps.

I'll use tomorrow's meeting to further develop the PIP so it is more ready for implementation.

Please come to the meeting prepared with suggestions and requests concerning the PIP.

I will be asking that the PIP is finalised either by COB Friday, or upon your return from leave on 9.1.23, so that it can commence the day after.

Monique

Dr Monique Ryan, MP
Independent Federal Member for Kooyong
T: (03) 9326 2900
E: monique.ryan.mp@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Wednesday, 21 December 2022 10:47 AM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Re:

Hi Monique,

Apologies - I interpreted your email as asking if I could meet at 9am, and I explained that wouldn't be possible for me as I wouldn't be able to organise my support worker in time.

I didn't receive direction from you to attend a 9am meeting or receive a calendar invite.

I didn't realise you were expecting me at 9am. My apologies for misunderstanding this. Would you like to reschedule?

It's my preference to meet tomorrow so I can send you my review and have my support person attend, but if that is not possible I will meet you today.

Thanks,

Sally

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Wednesday, December 21, 2022 10:42:11 AM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au <Samirah.Siddique@finance.gov.au>; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: RE: Re:

Hi Sally

I expected you at 9 this morning to review your PIP as I requested yesterday.

I'm awaiting further advice from MAPS.

Monique

Dr Monique Ryan, MP
Independent Federal Member for Kooyong
T: (03) 9326 2900
E: monique.ryan.mp@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

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From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Wednesday, 21 December 2022 10:27 AM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Re: Re:

Hi Monique,

Just wanted to confirm that I will send across my section of my performance review later today.

Would you like me to organise a meeting tomorrow with MAPs and the PWSS to discuss this, and the PIP you've developed for me? I agree that we should meet again before the end of this year.

Thanks,

Sally

[Sally Rugg](#)
Chief of Staff

Office of Dr Monique Ryan MP
M: 0447587006
E: sally.rugg@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

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From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Tuesday, December 20, 2022 5:17 PM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au <Samirah.Siddique@finance.gov.au>; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Re:

Hi Monique - I did spend today working on my performance review.

We met last week with MAPS, and the delay prior to that meeting was engagement from MAPs with you, not from me. I can imagine it is frustrating for you. And it is deeply distressing for me.

I would be happy to meet again to complete this review process, not the PIP you have sent me, before the end of the week.

Please let me know if you would like me to arrange this.

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Tuesday, December 20, 2022 5:12:03 PM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au <Samirah.Siddique@finance.gov.au>; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: RE:

Sally,

I don't know what you were working on today but I am really frustrated that it has not been possible to meet over the last few weeks.

I had hoped - given that you weren't participating in the other planning activities the team was working on today- that you had been concentrating on this PIP.

Obviously our office is closed after 23.12 for a week - I don't think it's reasonable to leave our meeting until after the New Year.

I've asked Samirah and Michael to advise re further steps.

Monique

Dr Monique Ryan, MP
Independent Federal Member for Kooyong
T: (03) 9326 2900
E: monique.ryan.mp@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

From: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Sent: Tuesday, 20 December 2022 4:38 PM
To: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Cc: Samirah.siddique@finance.gov.au; Douglas, Michael <Michael.Douglas@pwss.gov.au>
Subject: Re:

Hi Monique,

As discussed via text last Friday, I have not yet had an opportunity to complete my half of my performance review. Normally in the process of a performance review I would have time to consider your feedback and prepare my response, and then we meet to discuss goals and outcomes. You sent your half of my review to me 25 minutes before we met last Monday, so I obviously wasn't in a position to prepare and send you my half of the document. And, as you know, I was on stress leave last week because of the distress and disorientation of this experience and could not work on it then. Yesterday I asked if I should prioritise my time in the morning preparing for the strategy meeting in the afternoon, and work on my half of the performance review today, which you agreed was a good approach.

My understanding is that I must be given a chance to respond to feedback given to me in a performance review (which I have attached) and afforded a fair opportunity to act on this feedback before further action is taken. I am currently not sitting at all during this period -- how can I demonstrate to you that I can perform my role with the addition of the tasks you've set me in the PIP during the one month outside of parliamentary sitting? Furthermore, the work you've asked me to do in the PIP is impossible to achieve within two weeks, even if I suspended all my other duties to focus primarily on the requirements of the PIP. You've asked me to prepare detailed, long-term strategies for community engagement, 10 different policy areas identified as your impact areas, a detailed communications strategy, a comprehensive office budget projecting the cost of EO activities for the next 12 months (this work was re-allocated to Tamar months ago, by the way, as was the mental maintenance and redevelopment)... this sets me up to fail at the outset. I am very worried about this.

How can I be sure that if I am put on this PIP that you are approaching this in good faith, or that the outcome has not also been pre-determined?

On Monday you told me that you saw two options for my employment with you. The first option was terminating my employment through MoPs as your Adviser and then potentially re-engaging me to perform the work of an Adviser but on an insecure contract, paid at a much lower rate through the office support budget. I want to be very clear that there is *nothing I would love more* than to work as your Adviser, with a normal Adviser position description that's congruent with all the other Advisers across the parliament. I would even be thrilled to adjust my current role down to the responsibilities of two roles: policy adviser and media adviser. I think this would be a far better use of my time and would see me able to contribute my actual expertise and qualification to you, rather than being spread so thin across so many huge demands. It would also be much fairer and more appropriate, from an employment perspective. But, I won't accept losing my employment as an Adviser to be re-engaged as an Adviser on an insecure, poorly paid and fixed contract. This is not an option for me.

The second option you said I had was a performance improvement plan, and I indicated that faced with these two options this would be the path I'd choose. It's premature to put these two options to me as immediate next steps at my first performance review on Monday, and I did not interpret this to be what you were doing or saying. As I've told you, I am willing to do what it takes to keep this job. I love this job and love being part of my team, and my employment security is not something I take lightly. So in the event that you were still not satisfied with my performance after I was given feedback and an opportunity to improve, if it came down the the two options you suggested to me on Monday, that would be what I choose.

Monique, I want to work *with* you to ensure I am understanding and meeting your expectations, and to ensure that you understand that while I can perform the duties of four roles I cannot deliver the output of four people. I want to work *with* you to redesign my PD so I can contribute my very best work that brings the best value to your work, and continue the plans we've made together these past months to bring additional resources to your work. I am regularly and clearly communicating to you the level of anxiety and stress that this process is causing me, but I am still trying to be as patient, helpful and as generous as I can be in assisting you to follow the correct processes and in getting up to speed with your obligations as an employer to provide a safe and respectful workplace to your employees. I believe that you see my requests to engage MAPS and to follow correct and fair process as me being adversarial or obstructive, but - despite it all - I am being protective.

You are perhaps aware that MoPs staff like me have just a matter of weeks until we receive a some of the protections that Kate Jenkins recommended following her inquiry into parliamentary workplaces. Until then, I still have the minimal protections that came into the national spotlight and led to national outcry at the beginning of last year. Still, even until then, I do have the right to fair and proper process when it comes to performance management, and to a safe and respectful workplace, protected from physical and psychosocial hazards. I am asking you to please, please follow fair process with my performance and my employment. Please, please provide me with reassurance that you have changed your mind, you have not pre-determined that you'll terminate my employment no matter what I do and that you are engaging with this process in good faith, with the aim of helping me to improve as your employee. The constant, present threat of termination is putting my family under enormous stress, and is literally making me sick.

There is no other MoPs employee across the parliament who is required to do what you ask me of me.

I ask that you please withdraw this performance improvement plan until I can complete my half of my performance review and we can meet again with MAPS and the PWSS to complete the performance review process. If it comes to it, I would also like MAPS to be involved with the development of my PIP so that it's fair, reasonable and actually gives me an opportunity to improve and develop. I do not want to meet at 9am to discuss this, and I have also told you that I don't want to discuss my employment or performance without having at minimum my support person present, which is my right, and 9am tomorrow doesn't leave me enough time to organise his attendance.

I would love to focus on the strategy development work that you've put in my PIP document in January, without the two-week test with my job on the line. I've been looking forward to having the time away from the demands of parliament and building a resourced staff team to give to this deep, strategic work. Your feedback on Monday in my performance review made it clear that you wanted me to prioritise this work to better meet your expectations.

I am still working hard on my half of my performance review. MAPs and the PWSS have advised me to make it as detailed as possible, with supporting evidence and examples. As you have repeatedly told me that my job is on the line, I'm putting a lot of effort into following their advice and the performance review process. I will have it to you before the week ends, and sooner if you'd like me to focus on it solely.

I remain hopeful that our working relationship - Monday for months was close, collaborative, incredibly productive and full of humour and care - can be recovered.

See you in the morning.

Sally

[Sally Rugg](#)
Chief of Staff

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The lands, skies and waters of this great continent have cared for and been cared for by more than 250 Aboriginal and Torres Strait Islander nations for more than 80,000 years. These nations have never ceded their sovereignty.

From: Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
Sent: Tuesday, December 20, 2022 2:39 PM
To: Rugg, Sally (M. Ryan, MP) <Sally.Rugg@aph.gov.au>
Subject:

Hi Sally-

could we please discuss your PIP tomorrow at 9am tmrw?

I'm conscious of people going on leave soon and the calendar for the next 2 days being quite full already.

Monique

Dr Monique Ryan, MP
Independent Federal Member for Kooyong
T: (03) 9326 2900
E: monique.ryan.mp@aph.gov.au
moniqueryan.com.au
[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-14**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

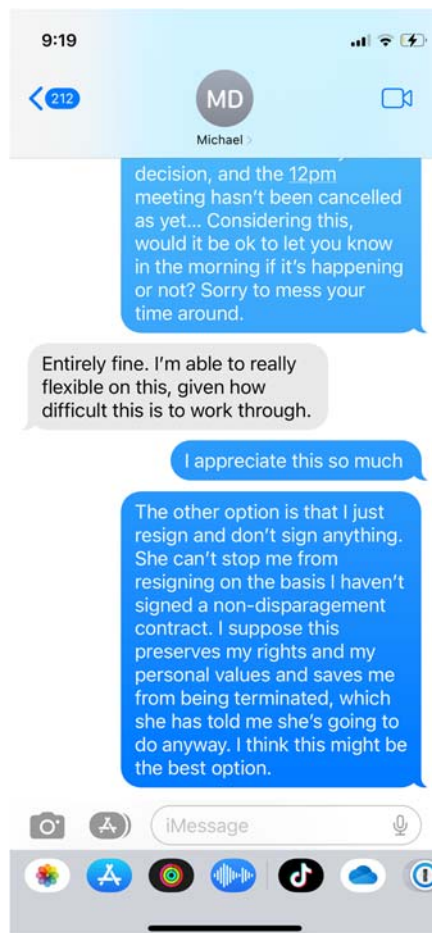
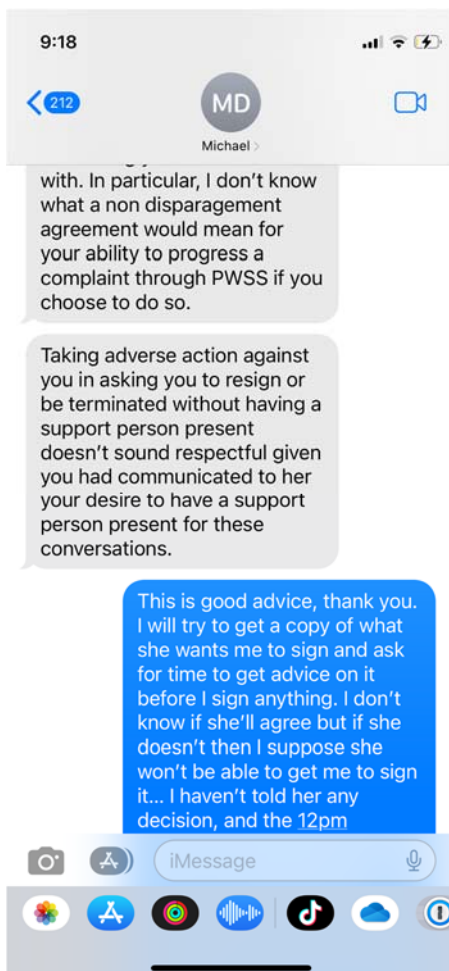
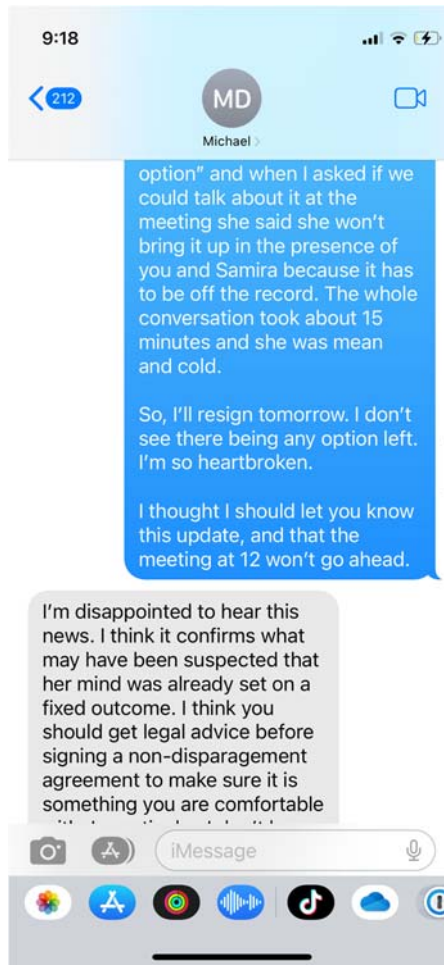
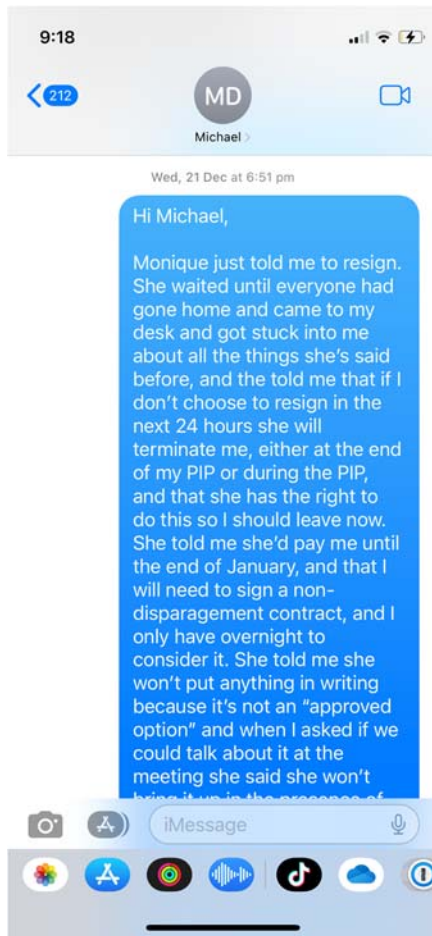
Signature of person taking affidavit

Annexure “SR-14”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]





The other option is that I just resign and don't sign anything. She can't stop me from resigning on the basis I haven't signed a non-disparagement contract. I suppose this preserves my rights and my personal values and saves me from being terminated, which she has told me she's going to do anyway. I think this might be the best option.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-15**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-15”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
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[Version 3 form approved 02/05/2019]



Performance Review - Sally Rugg

21 December 2022

1. How does your employee think they've performed against each of their goals?
2. Does your employee have any feedback or concerns?
3. Responses to review feedback

1. How does your employee think they've performed against each of their goals?

The goals I had for myself during my first 4 months on the job were as follows.

First 3-4 months:

- Stabilise, train and properly resource a team of staff and volunteers to meet basic functionality of an electorate office and parliamentary office
- Support Dr Ryan to make big, bold and powerful first impressions to the media, the public and parliamentary colleagues in her first few months in parliament,
- Create national media opportunities, supporter communications and legislative interventions for Dr Ryan for this year's landmark political reforms on her campaign priorities of climate, integrity and women (the climate bill, the NACC and Respect at Work)
- Develop initial and stop-gap strategies for volunteer engagement and retention and methods of community engagement, primarily digital, while supporting efforts to bring in additional capacity for this work,
- Develop and maintain a network of stakeholders in policy, peak bodies for specific issue-areas, legal advocacy and in the media to support, deepen and amplify Dr Ryan's work
- Master the new aspects my role that I was not able to receive training on before starting (i.e. parliamentary processes and staffing) and to integrate into an established staff team and volunteer/campaign ecosystem,

I am very proud of the work I've done over the course of 4 months to hit these goals. I feel that I've communicated these priorities and goals with you along the way, but if I have not been clear enough about my focus areas for my first 3-4 months I take on board that feedback and will work to change this for the period ahead.

Monique has included my position description in its entirety as my goals for the review period. I have grouped the responsibilities from my PD into the 3 roles I understood my role to be a hybrid of - Chief of Staff, Policy adviser and media adviser - and have written details of my work under each heading.

Chief of Staff

Within first 4 months of my employment:

- Ran a successful round of recruitment to hire and onboard a new FTE in the electorate office,
- Successfully managed a stressed and anxious staff member (electorate office manager) through a very difficult period, including a series of gentle performance management discussions, quickly organising and covering a week of stress leave so she could rest and recuperate and re-defining her role and our reporting lines so she could rejoin the team set up for success,
- Concluded the contract of a vulnerable staff member who was under-performing and struggling with the pressures of an office environment in a positive, gentle way, leaving them feeling accomplished, celebrated and still connected to the office while freeing up their 0.4 staff capacity to be redeployed,
- Recruited, onboarded and managed an external contractor to assist with creating social media content,
- Engaged and worked with external contractors through Climate 200 add capacity to the creation of a community engagement strategy,
- Created and managed a volunteer committee tasked with developing the Kooyong to Canberra volunteer project, which has seen 12 community volunteers participating in the project and added vital staff capacity to the APH office during sitting weeks,
- Developed, presented and rolled out an organisational restructure plan, identifying the need to fundraise for two new roles (Community Engagement Manager and Digital Engagement Manager), clarifying reporting lines and division of responsibility for staff,
- Developed, presented and executed an 'office revamp' strategy including a vision and mission statement for the electorate office and the "KEOT", and a strategy to identify and onboard volunteers to assist with constituent inquiries and EO tasks. This program has resulted in six office volunteers working in the EO on a regular roster,
- Developed new office volunteer materials, including an updated volunteer agreement, code of conduct and KEOT overview, and a pipeline for recruiting, onboarding and training volunteers into the future,
- Supported Liza's transition to a Policy Adviser role, including developing a new position description, training her in parliamentary processes and duties and line-managing her policy work,
- Brought on an intern from the ANU to work in the APH office and supervised a week-long placement of a work experience student,

Note: *I believe there is a valuable opportunity to discuss and align on your expectations regarding management, and for me to share my approach to staff management. We come from very different professional backgrounds in different careers and sectors, so I would welcome the opportunity to further discuss the approach I have taken and how I can adjust this approach to your preferences and expectations.*

Media and Communications Adviser

- Managed all traditional media, which was recently assessed as being the largest amount of media coverage for any crossbench MP,
- Prepared timely, detailed media briefings ahead of high-profile interviews or potential media attention, including your ABC 730 interview shortly after NACC legislation was tabled, ahead of live national radio and a detailed reactive and proactive comms plan for the publication of candidate returns/election spending disclosures,
- Written at least half of Monique's parliamentary speeches, including speeches that garnered public praise such as your speech on media diversity, the gender pay gap, childcare reforms,
- Written and co-written with Monique 8 out of the 10 supporter newsletters since I came on board, including collating and preparing photos and media clips for the newsletters. (2 in August, 1 in Sept, 2 in October, 2 in November)
- Written and developed the content for two electorate-wide mailout newsletters,
- Created the majority of social media content across instagram, twitter and facebook for two months, before bringing in an social media contractor who has created content to written briefs I've developed,
- Developed and maintained relationships with key journalists including the health, environment, disability and politics reporters at The Age, The Australian, the ABC, Crikey and the Sydney Morning Herald,

Note: *I have not developed a detailed comms strategy, which you have let me know in your feedback during this performance review process that you would like me to develop. I would be very happy to prioritise this strategy development work.*

Parliamentary, policy and political advice

So much of the work that goes into providing Monique with strategic policy and political advice is invisible. It involves constant monitoring of the media, regular phone conversations with key contacts in the media and stakeholders in Monique's issue areas, reading and analysing publications of political research, keeping across parliamentary reports, inquiries and processes and maintaining relationships with current and former staff from across the parliament and political spectrum. Providing Monique with this advice can sometimes take about 10 seconds to communicate, but this does not represent the time and work of ensuring that I have the relevant, detailed and up-to-date knowledge needed to provide strategic advice with regards to political decisions, parliamentary decisions, comms and messaging of issues and media advice.

The useful strategic advice that I have provided Monique is difficult to quantify, but some examples include:

- To remove a comparison between the Kooyong election campaign and the impacts of colonisation on Aboriginal people from Monique's first speech,
- To prioritise forming working relationships with Senators Lambie and Tyrell within the first week of parliament,
- Supporting the Liberal's amendment to Labor's superannuation bill, but not seconding Stuart Robert's disallowance motion,

- Live advice via text message on how Monique could in divisions in the house on motions and amendments either not circulated or only circulated minutes earlier that she could not have had a chance to get across,
- How to positively frame her political messaging on landmark reforms, such as the NACC, to ensure her supporters and voters felt like it was positive reform,
- To withdraw her private members' bill on NDIS SDA, following advice from Zali Steggal, so we could build public and parliamentary momentum behind the bill,
- To focus on funding for the Middle Arm precinct as her key message following the federal budget,

A multi-pronged approach to advancing your policy priorities:

In the last four months, I've executed multi-pronged strategies to support you as you advance the following impact areas and policy priorities for you in the parliament, in the media and in the electorate.

COVID 19 advocacy + COVID 19 Summit proposal

- Provided strategic advice on Monique's idea for a national covid summit, assisting the development of the idea into a media-ready, minister-ready proposal,
- Created 'infographic' and 'explainer' style social media posts for instagram and Facebook and sharp, concise statements on Twitter on Monique's proposal for a COVID-19 summit, announcing and then steadily building support for the idea among Monique's online audiences,
- Pitching and placement of Monique's op ed proposing a COVID summit,
- Pitching, coordination and assisting preparation for national media on Monique's COVID-Summit proposal, including managing incoming inquiries from journalists and supporting Monique ins studio at numerous radio and television interviews on the summit proposal,
- Drafted and pitched a rapid-response media statement calling transparency over national cabinet's decision to end covid restrictions in September, and managed follow-up media,
- Communicated Monique's work on this issue in parliament and in the media to the community through the supporter newsletter,

Respect at Work

- Arranged for Monique to meet with the Grata Fund to learn more about a proposal that my contact from the organisation had sent me, which I'd assessed as being a good strategic opportunity,
- Coordinated dialogue between Monique and the Attorney General's office, including initial meeting and then managing ongoing liason,
- Developed a suite of social media posts explaining the issue and Monique's amendment, to drum up public awareness of the issue and support for Monique's amendment,
- Briefed the politics reporter from the Sydney Morning Herald on the details and background of the amendment, leading to a story in the media on Monique's amendment,

- Provided parliamentary advice on securing support in the senate, including preparing a brief for the office of Senator Tyrell, liaising with her staff member and encouraging a meeting with the Greens after the amendment was voted down in the House,
- Briefed crossbench advisers on Monique's amendment to the bill in the lead up to Monique tabling the amendment,
- Provided advice on messaging and framing of Monique's amendment in the parliamentary speech and for social media content,
- Managed a significant volume of inquiries from journalists, including providing initial background and documentation and assisting the organisation of Monique's interviews,
- Communicated Monique's work on this issue in parliament and in the media to the community through the supporter newsletter,

Native forest logging

- Informed by Monique's passion for the issue following a visit to the state forest and the response from constituents in the public inbox and the public on social media, I advised Monique that she should prepare a motion on native forest logging ahead of the government's response to the Samuel Review of the EPBC act,
- Developed a series of social media posts to raise awareness of the issue with Monique's supporters and the public,
- Pitched Monique's motion to the environment reporter at The Age, liaising and briefing the journalist over the course of several weeks, which resulted in two media stories,
- Worked with parliamentary advisers in the offices of Helen Haines MP and Zoe Daniel MP to secure each of the MP's endorsement of the motion, and briefed the advisers on the key points on the issue, the messaging our office was using and Monique's motion,
- Briefed advisers in offices of Senator David Pocock and Sophie Scamps MP, who sought to advocate for their parliamentarian's support of the motion,
- Communicated Monique's work on this issue in parliament and in the media to the community through the supporter newsletter,

Note: *Much of the work I do is assisted by or in partnership with other members of staff, in particular Liza and Tamar, and I don't want to erase their contribution to any of the items I've listed above.*

2. Does your employee have any feedback or concerns?

Effective communication

As with any new working relationship, I feel that we are still figuring out each other's communication styles and ways of receiving and retaining information. At four months in and with the demands placed on both of us in our new, high-pressure jobs, this has been

something I've been aware of, working to crack, but has not been something I've felt is or would be insurmountable.

There have been several instances where I have not understood that you have asked me to do something, or where my recollection of a conversation that includes instructions or planning has been different to yours. I have tried several approaches to ensure you and I are communicating work priorities and instructions clearly and effectively, some which have worked well and others that haven't, including:

- Reversing the decision to move from Slack to Teams, as Monique is more at-home on Slack,
- Printing paper to place on your desk with important and timely information such as media briefs, new and timely amendments, important communication from stakeholders or ministers etc,
- Texting you in the mornings outlining the work I will prioritise that day and asking if that was correct,
- Building a list of items to verbally communicate to you in one go once or twice a day,
- Listing important but non-urgent dot-point updates in dedicated channels Slack, where everyone can see and you can access on mobile and laptop whenever you're able to.

Until mid-November, I was completely unaware of the majority of the feedback that Monique has given me over the last six weeks regarding my performance. It's likely that our communication methods and styles contributed to my shock and confusion hearing Monique's initial feedback about my performance, and also some of the reason behind me not meeting Monique's expectations in the first place.

I feel very optimistic that Monique and I can work to communicate effectively with each other and as part of a broader team ecosystem if we can invest some time into this goal.

Unreasonable demands and expectations on my role

We have discussed this at length. My position description has an unrealistic and unreasonable list of duties. If I am to attempt to deliver all of these responsibilities, my time on each of them will be very limited.

If work is important, we must properly resource it.

Freezing me out

Over the course of the last 5 weeks, you have barely spoken to me or looked me in the eye. You did not ask me how I was when I was sick with covid, despite us being in touch each day, and ignored me when I returned to work. You have excluded me from meetings I have always attended with you - with other members of parliament or stakeholders - and from special outings with staff. You've made decisions that normally would have been made with me as your chief of staff - like hiring new staff and launching new projects - not only without including me in any planning or discussion, but without telling me that you've made these decisions at all. Your anger toward me has been evident to the rest of the team and to volunteers, which has been isolating and humiliating for me.

I understand that this formal performance review process has been frustrating for you. The way you have directed and expressed your frustration toward me has been devastating for me.

3. Responses to review feedback

Development of strategy

I agree that I have not delivered comprehensive strategy documents for all of Monique's priority issue areas. Because of the many deadline-bound demands on my time and the magnitude of duties in my position description, as well as being four months into the job, I have found it almost impossible to carve out any time to dedicate to this deep, strategic work. I have had to spend significantly more time on urgent, cumbersome tasks like the graphic design of social media content and drafting supporter newsletters than I have been able to give to strategy development.

I have many years of experience developing and executing strategies for some of the largest and most successful political and media campaigns in the country, including the strategy behind the Home To Bilo campaign, the campaign for a Royal Commission into Veterans Suicide and leading the strategic development of the marriage equality campaign over the course of five years. I feel that the best contribution I can make to Monique's work is the development of thorough, data-informed political, policy and comms strategies and I would dearly love to be able to prioritise this work. I am not in a position to give more time to developing strategy unless I reallocate time I am currently giving to other tasks.

In October I was unwell with the flu, and used the time away from the office while resting in bed to develop a climate and environment policy strategy for Monique, which I chose to develop first as it is Monique's core issue area. I sent this strategy document by email on 13th October.

Community engagement strategy

We have discussed several times how I did not see community engagement and events as part of my role, part of my job description. Despite this, I have spent significant time working on community engagement.

I have worked to produce two community engagement strategy documents in the last four months.

- In August and through September, I engaged Climate 200 to work with Tamar and I over numerous meetings and consultations, including a two hour session on Aug 26th, to produce the current Community Engagement Strategy, delivered at the end of September.
- This strategy was included in the agenda of this week's strategy afternoon and guided much of the discussion.
- Over the course of 4 months during non-sitting weeks, I have executed a significant amount of the projects in the first phase of this strategy, including:
 1. The development and launch of the Kooyong Electorate Survey,
 - Designed and built the survey to capture the information we're seeking from the electorate and to work as a 'light-touch' campaigning piece,
 - Worked with Tamar and the graphic designer to create collateral for the survey, including two direct mail pieces, an A5 postcard with a QR code and a paper survey for the office,
 - Planning for the Town Hall event in February where Monique reports the results of the survey and the plan for the year ahead (outlined in the community engagement strategy)
 - Regularly reported back on the findings of the survey to inform strategic decisions and planning in the office, including a power-point presentation on 19/12/2022.
 2. The Kooyong to Canberra project
 - Set up an organising committee (Pippa, Christine and Carolyn) who I met with fortnightly during sitting
 - Worked with the committee to develop the Kooyong to Canberra draft strategy, outlining the ambition for the project over 3 years
 - Worked with the committee to develop the Kooyong to Canberra handbook for volunteers
 - Onboarded 12 volunteers in 6 tranches to the program and to the aph office,
 3. Kooyong Office Revamp
 - On 15/09/2022 I briefed Monique and the office team on my proposal for an office revamp, which included a plan to onboard volunteers into the office, a new vision statement for the office and approach to integrating volunteers into the office (for instance, coining the term "KEOT" (Kooyong Electorate Office Team) to remove references to "staff and volunteers").
 - Following this proposal, between sitting weeks I built an "expressions of interest" form for volunteers from the campaign to apply to volunteer in the office, yielding over 100 responses, spoke to a shortlist of volunteers over the phone and then onboarded 10 volunteers into the KEOT to assist with constituency work and nurture the office's connection to Monique's supporters and the community.
 - I am not the electorate office manager, but to support a physical office revamp to make the space more welcoming I put together a KEOT photo-wall

to make the office more inclusive for volunteers, requested a desk for the reception area so that we can station friendly volunteers in the front of the office and keep the front door of the EO open.

As the fully-fleshed community engagement strategy was coming together, I developed an Interim Community Engagement Strategy (produced in August) and worked closely with Carolyn, who was operating as our volunteer manager, to execute 4 of the 5 projects in that strategy. These projects were led by volunteers and include:

- Scheduling Meet Mon events from August - November,
- Coordinating a community grants committee to assess the first round of federal grant applications,
- Creating a volunteer organising committee that would lead the Kooyong to Canberra project,
- Creating a community events calendar,
-

In August, I also took on the role of coordinating volunteer management via Carolyn and took on line-management of Charlie, who were both working with groups of volunteers to deliver on the projects within this interim strategy. Managing Charlie and Carolyn to coordinate various volunteer projects took a significant amount of my time during this period.

Working to secure additional capacity.

From my second week on the job I have raised with you that community engagement is too important to not be properly resourced, and that competing demands for my time meant that I would not be able to give this work the time it needs.

Over the past months I have worked hard to resolve this capacity gap, including:

- In September I developed a proposal to hire a Community Engagement Manager, initially through concluding Charlie's contract and finding space in the 4 electorate FTE allocation and then via private fundraising through KInd - a company owned by Monique that can fundraise and employ staff, and proposing an organisational restructure to define reporting lines and governance responsibilities for this role. I presented this proposal to you, Ann and the team on the 15th Sept.
- Through October, Ann was designated to lead this community engagement work. Ann and I met several times and emailed back and forth with regard to my proposal, her and Peter's proposals and next steps, working around my time limitations with sitting weeks and her commitments to the state campaign and family commitments.
- At the beginning of November I shared a fundraising proposal for KInd and two position descriptions that I had worked on during October. Monique and I met with Peter to discuss a fundraising event for these roles.
- During November, Ann and Peter advocated for KInd to raise money for a policy adviser, rather than a community engagement manager. I shared my advice that resourcing community engagement work was a priority for the office, followed by resourcing digital engagement (social media, digital

community organising, advertising), referring to the proposals I had put together and the capacity gap we had identified, and then deferred the decision to Monique to decide which role to fundraise for via KInd and add to the team as a priority.

- Despite being uncomfortable with being involved with external fundraising, I joined meetings with Peter and Monique on two occasions and contributed my advice on how the fundraising event could work. The event was held on December 6th. I did not attend.

Organising events

In August as part of the interim community engagement strategy, I organised a group of volunteers to arrange 8 x Meet Mon events in the community. This volunteer group prepared a calendar of events and had organised volunteers for each event. Monique let me know that she no longer wanted to do the Meet Mon events because of the state election campaign, so we cancelled them.

I had not viewed organising community events as part of my position description or as something Monique had expected me to be doing. Then, on November 15th Monique communicated to me that she expected this of me. On November 17th I met with Tamar to discuss the events that had been drafted for 2023 but had not been organised because we were waiting for the 2023 sitting calendar and asked her to prepare a document for me outlining those events. I developed this information into a draft community events calendar and sent this to Monique via email on November 18th, followed up the email several times but did not receive a response from Monique regarding the community events calendar I had produced.

I maintain that I do not have enough capacity to resource this stream of work sufficiently, but have taken on the feedback that Monique would like me to organise and oversee this work and I will act on this feedback.

Recruitment of community focus groups

As discussed on 19th December, I did not see the recruitment of community focus groups as part of my role and had not received instruction from you to lead on the recruitment and organisation of more community focus groups. I also discussed with you around the time that Usha came on board that I thought this body of work would be a perfect fit for Julia, who was seeking additional responsibilities, and believed you had agreed.

As such, I have not prioritised setting up community advisory groups in the past four months. I did, however, build the digital infrastructure to recruit supporters to the NACC group and the NDIS group and wrote callouts for members in the community newsletters, and I met with Julia to ask her to take the lead on the Indian Australia advisory committee, briefing her on what you had mentioned to me in a meeting and giving her the lead on this committee.

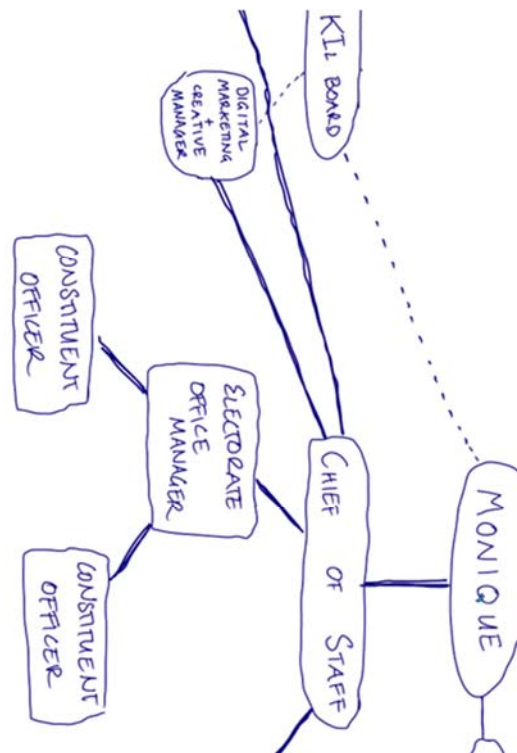
If you would like me to lead on the work of community advisory committees I would be happy to take this work from EO staff, but I will need to re-allocate time I currently give to other duties to this work.

Website, office budget and staff management

Development of the office budget and the management, maintenance and re-design of the website are projects that were re-allocated to Tamar months ago. I am very happy to give greater priority of managing and supervising Tamar's work in these areas, but I don't feel it is fair that these are examples of work I have failed to deliver. If I am to take these bodies of work on as part of my PIP, I'll have to pull these projects from Tamar - who is working hard in both areas. I am not sure if this is the right approach.

I do not have approvals authority in PEMS - Tamar is the authorising officer for PEMS as she leads on the office budget - so I have no way of knowing if staff are or are not putting their leave requests through PEMS. I don't think it's fair that this is an example of me failing to deliver work.

There seems to be confusion between Monique and I on management lines of staff. I am working under the impression that I line-manage Tamar and Liza and social media contractor, and would line manage the Community Engagement Manager and Digital Engagement Manager hired through KInd, per the organisational strategy I developed in September. I presented this org structure to Monique in September, and until a few weeks ago the org structure was pinned to the wall of Monique's office.



(Org structure presented on 15th September)

I do not think that line-managing every staff member is a good management structure and I am unsure how I would be able to give 7+ staff members appropriate management and supervision with so many other competing demands on my time, but if Monique would like me to prioritise staff management as part of my PIP and above other aspects of my work, I would be happy to act on this feedback.

I agree that as a team, we have not been disciplined with meeting regularly. I believe this has been a shared responsibility but I am happy to take full responsibility of this into the future and prioritise ensuring meeting schedules are adhered to going forward.

Being reminded to deliver work:

You've noted in your feedback letter that you feel that sometimes you have had to remind me or directly instruct me to deliver on work that I should have done proactively or delivered without reminder. I can't argue with that assessment at all, and have raised with you on numerous occasions that I feel that I am struggling to keep up with the volume of work I am responsible for and to stay on top of everything I am asked to do. This is a huge job that can change hour to hour - particularly during sitting weeks - and sometimes I do need reminders of work you're expecting, or for you to give me direct instructions.

I hope that improving our communication methods will help to resolve this, as well as a revision of the duties of my role.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-16**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-16”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



Sally Rugg



21 December 2022

Dr Monique Ryan
145 Camberwell road
Hawthorn East
VIC 3123

Dear Monique,

Please accept my letter as my formal resignation from my role as your Chief of Staff, effective immediately.

I have appreciated the opportunity to work in service of the members of your electorate and to contribute to the important work of the 47th parliament.

I wish you well as you “do politics differently” and the very best for your time as a member of parliament.

Sincerely,

A handwritten signature in grey ink, appearing to read 'Sally Rugg'.

Sally Rugg

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-17**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-17”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



FW: PIP [SEC=OFFICIAL]

Ryan, Monique (MP) <Monique.Ryan@aph.gov.au>
To: "sally.m.rugg@gmail.com" <sally.m.rugg@gmail.com>
Cc: "Siddique, Samirah" <Samirah.Siddique@finance.gov.au>, "Simons, Tamar (M. Ryan, MP)" <Tamar.Simons@aph.gov.au>

Thu, Dec 22, 2022 at 4:58 PM

Dear Sally,

I acknowledge and confirm acceptance of your resignation from my office, received on 21 December 2022.

I would like to take this opportunity to thank you for your work in my team.

I've submitted your termination paperwork, using this personal email address, and have indicated to MAPS that your final day will be 31.1.2023 but that I do not anticipate that you will be working in the office prior to that.

As you know the electorate office manager, Tamar, is on leave until 9.1.2023. The office will be staffed tomorrow by me in the morning and Hudson Harding for at least some of the day. If your preference is to drop off your office and APH passes/equipment and collect your personal belongings tomorrow, I'd be grateful if you could check in with Hudson first to make sure they're still in the office. It would be preferable not to come in while the office is closed for Christmas/New Year as you will not be able to arm the office alarm on exiting. Otherwise it would be fine to sort this out after 9.1.2023.

We'll also sort out getting your belongings from Canberra but likely not until after 6.2.23.

Please contact me privately re references etc as required.

Free and confidential support is available to you through the Employee Assistance Program, Assure. They are contactable on 1800 945 145 or info@assureprograms.com.au.

Finance also has a team of dedicated HR case support officers that you may wish to speak to who can provide information regarding HR supports available. You can speak directly with the HR Advice and Support team by contacting (02) 6215 3333.

My best wishes for your future endeavours.

Mon

Dr Monique Ryan, MP

Independent Federal Member for Kooyong

T: (03) 9326 2900

E: monique.ryan.mp@aph.gov.au

moniqueryan.com.au

[Instagram](#) | [Twitter](#) | [Facebook](#)

I acknowledge the traditional owners of the land on which I live and work, and pay my respects to their elders, past and present.

Certificate Identifying Annexure

No. of 2023

Federal Court of Australia
District Registry: Melbourne
Division: Fair Work

Sally Rugg

Applicant

Commonwealth of Australia and another named in the schedule

Respondents

This is the annexure marked “**SR-18**” now produced and shown to Sally Rugg at the time of affirming her affidavit on 25 January 2023

Before me:

Angus Mackenzie

Signature of person taking affidavit

Annexure “SR-18”

Filed on behalf of (name & role of party)	Sally Rugg, Applicant
Prepared by (name of person/lawyer)	Angus Mackenzie
Law firm (if applicable)	Maurice Blackburn Lawyers
Tel 03 5018 4019	Fax -
Email	AMackenzie@mauriceblackburn.com.au ; EmilyCreak@mauriceblackburn.com.au ; JBornstein@mauriceblackburn.com.au
Address for service (include state and postcode)	Level 21, 380 La Trobe Street, Melbourne VIC 3000

[Version 3 form approved 02/05/2019]



The Sydney Morning Herald

National [CBD](#)

This was published 6 months ago

Teal Ryan just wild about Sally

[Noel Towell](#) and [Kishor Napier-Raman](#)

July 22, 2022 — 5.00am

Independent MP **Monique Ryan** finally has a chief of staff, and the choice will no doubt trigger the “teals are green-lefties in disguise” brigade in the Liberal Party.

Her pick, Melbourne campaigner, activist and author **Sally Rugg**, has quite the progressive bona fides. A former executive director of Change.org, campaign director with the decidedly left-leaning GetUp! for five years (where she played a key role in the marriage equality campaign), and most recently running Australians for a [Rupert] Murdoch Royal Commission alongside former Labor PM **Kevin Rudd**.



Kooyong MP Monique Ryan at Parliament House. JAMES BRICKWOOD

Rugg told CBD she'd been drawn to Ryan since her barnstorming performance in a town hall debate against Josh Frydenberg midway through the election campaign.

“What drew me to Monique was obviously the policy priorities – climate change, gender equity, integrity and transparency in politics – but also her approach as a grassroots, community-connected independent,” she said.

It will be interesting to see how the high-profile Rugg, who makes regular appearances on TV, radio and in columns, handles what is typically a more behind-the-scenes role.

WATTS NEW, PM?

Over in Albo-land, long-time staffer **Moksha Watts** is returning to the show as a senior adviser to the PM after six months gardening leave following her exit from Virgin.

Watts quit as chief corporate affairs adviser to hard-charging Virgin CEO **Jayne Hrdlicka** last November, after two former staff complained about Watts’ behaviour, though others at Virgin who worked with her described her as tough but fair, and say they never had an issue with her.



Moksha Watts LINKEDIN

Watts previously worked for Arnotts, Qantas, Jetstar, had six years with Albanese from 2007 to 2013 when Labor was last in government and had stints with **Jenny Macklin** and **Kevin Rudd**. But she’s best known for the time she took an attempt to claim “high class” clothes from Harrods as a tax deduction right to the Administrative Appeals Tribunal. She lost.

Deputy PM **Richard Marles** has hired Sky News’ **Caitlin Taylor** as a media adviser, while Communications Minister **Michelle Rowland** has nabbed **Dan Lloyd** from Vodafone, who brings a wealth of corporate and telco experience, plus a year with **Gareth Evans** way back in the ’90s.

The new opposition also made some last-minute hires, with deputy Liberal leader **Sussan Ley** appointing former **Scott Morrison** and **Michael McCormack** flack **Dean Shachar** as chief of staff.

ScoMo’s former head of strategy and research **Dave “not Hughesy” Hughes** has stuck around too, landing a senior role in **Peter Dutton’s** office. And **Molly Hughes**, an economic adviser to **Mathias Cormann** and **Simon Birmingham** also joins team Dutton.

SQUID GAME

CBD was excited, if not entirely shocked, by the news former treasurer **Josh Frydenberg** is headed to multinational investment bank Goldman Sachs, as senior regional adviser for Asia Pacific.

The institution, often caricatured as a “giant vampire squid” in reference to its role in the 2009 Global Financial Crisis, seems like a natural home for the would-be future prime minister, who was unceremoniously booted from office by the usually reliably-Liberal-voting electors of Kooyong.

He follows former prime ministers **Malcolm Turnbull** (KKR) and **Paul Keating** (Lazard) on a well-trodden path to the investment banking world, while ex-NSW premier **Mike Baird** headed to NAB after quitting politics.

And while it should put a brief end to the speculation about Frydenberg’s future (I mean he was never going to run the AFL come on), well ... not really.

CBD hears Frydenberg is still keeping commercial office space at South Yarra’s Como Centre, which he leased right after the election. Given Goldman has two floors at the rather posh 101 Collins Street, you’d only keep that if you had a few extracurricular activities in mind.

It’s no real secret that Josh is open to a future in politics, and that plenty of Liberals want him back. While Kooyong might not be ready for a second coming in three years, the Como Centre lies in the neighbouring seat of Higgins, another former Liberal stronghold snatched by Labor’s **Michelle Ananda-Rajah** in May. But the margin’s only 2.1 per cent.



Josh Frydenberg goes corporate. SHAKESPEARE

A SELECT FEW

The Victorian Liberals are close to finalising the team they hope can take down **Dan Andrews’** Labor government this November with preselections for the Coalition’s upper house ticket to be voted on in the next couple of weekends.

Pick of the bunch this Sunday is the contest for the very winnable Metro North-East seat being vacated by **Bruce Atkinson**, which pits controversial former federal MP **Gladys Liu** – seen as an outside chance – against oncologist and *Guardian* columnist **Ranjana Srivastava**, who has the backing of Atkinson.

A Srivastava victory would represent a couple of firsts for the Victorian Liberals who’ve never had a woman of colour – or a *Guardian* scribbler – in state parliament, but first she’ll have to

overcome a determined challenge from **Nick McGowan**, very good pal of party leader **Matthew Guy**.

McGowan, a factional stablemate of former party president **Michael Kroger** and former federal ministers **Josh Frydenberg** and **Michael Sukkar**, has had a few chops at snaring himself a seat and you feel that he is so well-connected that one day he just has to succeed. Eventually.



Noel Towell is Economics Editor for The Age. Connect via [Twitter](#).



Kishor Napier-Raman is a CBD columnist for The Sydney Morning Herald and The Age. Previously he worked as a reporter for Crikey, covering federal politics from the Canberra Press Gallery. Connect via [Twitter](#) or [email](#).
