

NOTICE OF FILING

Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 21/04/2023 3:02:08 PM AEST
Date Accepted for Filing: 21/04/2023 3:07:32 PM AEST
File Number: VID44/2023
File Title: SALLY RUGG v THE COMMONWEALTH OF AUSTRALIA AS
REPRESENTED BY THE DEPARTMENT OF FINANCE & ANOR
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



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.



VID 44 of 2023

Statement of Claim

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

Sally Rugg

Applicant

The Commonwealth of Australia as represented by the Department of Finance

First Respondent

Dr Monique Ryan

Second Respondent

A. Introduction

1. The First Respondent, the Commonwealth of Australia, as represented by the Department of Finance (**the Commonwealth**):
 - (a) is a national system employer within the meaning of s 14(1)(b) of the *Fair Work Act 2009* (Cth) (**FW Act**);
 - (b) is an employer within the meaning of s 42 of the FW Act and Item 1 in the table at s 342(1) of the FW Act;
 - (c) is a body corporate within the meaning of s 557B of the FW Act;
 - (d) is covered by the *Commonwealth Members of Parliament Staff Enterprise Agreement 2020–23* (**the Agreement**); and
 - (e) was between 25 July 2022 and 7 March 2023, pursuant to the *Members of Parliament (Staff) Act 1984* (Cth) (**MOPS Act**), the employer of the Applicant.

Filed on behalf of:	The Applicant, Sally Rugg
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2. The Second Respondent, Dr Monique Ryan (**Dr Ryan**):
 - (a) is a member of the House of Representatives in the Parliament of Australia, for the seat of Kooyong in Victoria;
 - (b) was from 24 June 2022, by reason of the Prime Minister's direction referred to in paragraph 16 below, an office-holder within the meaning in the definition in s 3 of the MOPS Act; and
 - (c) was between 25 July 2022 and 7 March 2023, the employer, on behalf of the Commonwealth, of the Applicant.
3. The Applicant, Ms Sally Rugg (**Ms Rugg**), was employed by Dr Ryan, on behalf of the Commonwealth, in the position of Chief of Staff, between 25 July 2022 and 7 March 2023.
4. The Agreement is an enterprise agreement made under Part 2-4 of the FW Act.
5. The Agreement did at all material times cover and apply to:
 - (a) Ms Rugg; and
 - (b) the Commonwealth.

Particulars

Clause 2 of the Agreement provided that the Agreement covered (a) the Commonwealth and (b) persons employed under Part III and Part IV of the MOPS Act, at the classifications listed in Attachments A, B and C of the Agreement. Ms Rugg was employed under Part III of the MOPS Act, at the classification of Adviser, which is contained in Attachment B of the Agreement.

B. The Members of Parliament (Staff) Act 1984 (Cth)

6. At all material times, s 12 of the MOPS Act provided that the Prime Minister may, by writing, determine that, having regard to the Parliamentary duties of a Senator or a Member of the House of Representatives (collectively referred to herein as **Members**), the Members ought to be empowered to employ staff under Part III of the MOPS Act (**personal staff**).

7. Further, at all material times:
 - (a) pursuant to s 13(1) of the MOPS Act, an office-holder may, on behalf of the Commonwealth, employ, under an agreement in writing, a person as a member of the office-holder's staff;
 - (b) "office-holder" was defined to include a person in respect of whom a determination by the Prime Minister under s 12 is in force; and
 - (c) pursuant to s 13(2) of the MOPS Act, the power conferred on an office-holder by s 13(1) of the MOPS Act is not exercisable other than in accordance with the arrangements approved by the Prime Minister, and the exercise of that power is subject to such conditions as are determined by the Prime Minister.
8. Further, at all material times, pursuant to s 14(3) and s 14(4) of the MOPS Act, the Prime Minister may determine the terms and conditions of employment of a person employed under Part III of the MOPS Act (other than prescribed terms and conditions, as defined in s 14(1) of the MOPS Act).
9. By reason of ss 12, 13 and 14 of the MOPS Act, at all material times, the number and classification of employees that an office-holder is permitted to engage as personal staff employed by the Commonwealth, is a matter exclusively within the control of the Prime Minister.
10. At all material times, persons employed by Members under the MOPS Act were:
 - (a) defined as 'personal employees' in cl 67 of the Agreement, if they were employed under Part III of the MOPS Act and were employed in the positions in Attachment A and Attachment B of the Agreement, being principal adviser, senior adviser (grades 1-3), adviser, assistant adviser, chief of staff (grades 1-2), senior media adviser (grades 1-3), media adviser, executive assistant, office manager, secretary, and administrative assistant; and
 - (b) defined as 'electorate employees' in cl 67 of the Agreement, if they were employed under Part IV of the MOPS Act and were employed in the Electorate Officer classification set out in Attachment C of the Agreement.

B.1 Reduction in personal staffing allocation for independent MPs

11. In or about mid-2021, the then-leader of the Opposition, the Hon. Anthony Albanese (**Mr Albanese**), received a report prepared by the Department of Prime Minister and Cabinet titled '*Review of the Parliamentary Workplace: Responding to Serious Incidents*' (**PMC Report**).

Particulars

A consultation copy of the PMC Report was released on 4 June 2021, and the final report was tabled in Parliament on 26 July 2021.

12. In or about mid-2021, Mr Albanese was briefed by the Department of Prime Minister and Cabinet on the findings of the PMC Report prior to its release.
13. The PMC Report noted, among other matters, that parliamentary work often involves high-intensity and demanding workloads (page 20), high job demands (page 21), and a lack of resources and training and unreasonable performance measures and timeframes (page 21).
14. On or around 21 November 2021, Mr Albanese, received a report prepared by the Australian Human Rights Commission titled '*Set the Standard: Report on the Independent Review into Commonwealth Parliamentary Workplaces*' (**AHRC Report**).
15. The AHRC Report noted, among other matters, that persons employed under the MOPS Act reported working long and irregular hours including on weekends (page 103), extensive travel (page 256), high levels of stress (page 256) and presenteeism being highly valued (page 268).

Particulars

A copy of the AHRC Report is in the possession of the solicitors for the Applicant and available for inspection on request.

16. On 24 June 2022, Mr Albanese as Prime Minister, informed Dr Ryan by letter that, effective 1 July 2022, he determined under s 12 and s 13 of the MOPS Act that independent Members would be entitled to employ one full-time personal staff member at the Adviser classification, in addition to their electorate staff (**the Prime Minister's direction**).

Particulars

The Prime Minister's direction was in writing. In it, Mr Albanese defined 'independent Members' as "*not a member of the Government, Opposition or the Australian Greens*". A copy is in the possession of the solicitors for the Applicant and available for inspection on request. It is also annexure MR-1 to the affidavit of Dr Ryan affirmed 2 February 2023.

17. In giving the Prime Minister's direction, Mr Albanese was acting as an officer and/or agent of the Commonwealth.
18. The 'Adviser' classification referred to in the Prime Minister's direction is a classification in Attachment B to the Agreement that, relevantly, applies to 'personal employees other than senior staff'.
19. Between 24 June 2022 and the date of this pleading, there were 13 independent members of the House of Representatives, and 7 independent members of the Senate.

Particulars

Of the 13 independent members in the House of Representatives, 11 are not affiliated with a political party, and there is one Katter Party member and one Centre Alliance member.

Of the 7 independent members in the Senate, there are currently two Jacqui Lambie Party members, two One Nation members, two independents and one United Australia Party member.

20. Prior to the Prime Minister's direction, relevantly, independent Members were entitled, in addition to electorate staff, to employ up to four personal staff under Part III of the MOPS Act, in the positions in Attachments A and B to the Agreement.
21. Further, prior to the Prime Minister's direction, relevantly, independent Members employed four personal staff under Part III of the MOPS Act, at the Senior Advisor and Advisor classifications, who performed one or other of the following roles: chief of staff; parliamentary and policy advisers (at various levels); and media advisers.

B.2 Complaints about the reduction in personal staff allocation for independent MPs

22. Following the Prime Minister's direction, on 24 June 2022, Dr Ryan released the following public statement:

Today Prime Minister Anthony Albanese informed me that I had been allocated funding for a single personal staff member to assist in my duties as Member for Kooyong in the 47th Federal Parliament.

In the previous Parliament, MPs on the crossbench were allocated four personal staff members. This staffing recognised that the workload of Independent MPs in the House is significantly greater than that of party backbenchers. Independents have to review all legislation that comes before Parliament, draft amendments, draft Private Members' bills, and handle all media and other enquiries without the support of party apparatus. There is no political party to dictate policy positions on legislation that comes to the parliament; Independents decide every single bill on its merits.

The last four governments have progressively increased support for Independents in recognition of this workload.

After coming to power, Prime Minister Albanese stated that he wanted to work cooperatively with crossbench MPs to ensure they were able to contribute fully to the parliament's deliberations and operations. It's disappointing that his first act towards the crossbench is utterly at odds with that statement.

This measure is an attack on the crossbench, on its ability to function effectively and independently, to improve legislation, and to hold the government to account.

Particulars

The statement is available on Dr Ryan's website at https://www.moniqueryan.com.au/statement_on_staffing_allocation_by_prime_minister_albanese

23. Also on 24 June 2022, independent Senators Jacqui Lambie, Tammy Tyrrell, David Pocock, Pauline Hanson and Malcolm Roberts released a joint media statement in which they stated, relevantly:

In the last parliamentary term, crossbench senators were required to scrutinise over 550 pieces of legislation. The Jenkins Review was clear that parliamentary offices are under-resourced and staff struggle to keep up with the significant workload.

This cut will only deteriorate conditions in parliament...

Particulars

A copy of the complete joint media statement is in the possession of the solicitors for the Applicant and available for inspection on request.

24. Also on 24 June 2022, Zali Steggall, the independent member for Warringah, tweeted a series of comments about the Prime Minister’s direction in which she described the direction as “*drastic*” and stated, among other matters:

Re: electorate staff & personal staff, my electorate office staff deal with overwhelming caseloads. Personal staff like policy advisers, media advisers & chiefs of staff are utterly necessary to manage Parliamentary business & engage with the community, experts & stakeholders

...

Unlike the major parties, crossbenchers have no “media units”, “policy units”, “tactics teams” or departments to support this work. There are simply not enough hours in the day to do the work required to serve the electorate without personal staff.

...

Many would agree that this shouldn’t be at the whim of the Prime Minister, and staff should be properly calculated in order to allow Members to serve their electorates and accomplish the significant work in parliament involved in being a Federal representative.

Particulars

A copy of the Twitter thread is in the possession of the solicitors for the Applicant and available for inspection on request.

25. Also on 24 June 2022, Ms Steggall was quoted in the *Australian Financial Review* as stating:

It would be impossible to operate in Canberra with just one adviser to handle media, study legislation and help draft legislation, on top of all else.

Particulars

A copy of the article in the *Australian Financial Review* is in the possession of the solicitors for the Applicant and available for inspection on request.

26. Also on 24 June 2022, Zoe Daniel, the independent member for Goldstein, was quoted in the *Sydney Morning Herald* as follows:

Goldstein MP Zoe Daniel said that if Albanese genuinely wanted better government, then “surely you enable the independent crossbench rather than nobbling it and drowning it in work.”

Particulars

A copy of the article in the *Sydney Morning Herald* is in the possession of the solicitors for the Applicant and available for inspection on request.

27. Also on 24 June 2022, Kylea Tink, the independent member for North Sydney, was quoted in the *Sydney Morning Herald* as follows:

“I am hopeful the word ‘propose’ [in the letter] means there is some wriggle room for staff to be increased, this is a 24/7 job for me and my staff,” she said.

Particulars

A copy of the article in the *Sydney Morning Herald* is in the possession of the solicitors for the Applicant and available for inspection on request.

28. Also on 24 June 2022, Sophie Scamps, the independent member for Mackellar, was quoted in the *Sydney Morning Herald* as saying that staff cuts:

will present an enormous challenge for the crossbench to effectively undertake the work we are required to do in federal parliament.

Particulars

A copy of the article in the *Sydney Morning Herald* is in the possession of the solicitors for the Applicant and available for inspection on request.

29. Further, on 26 June 2022, Dr Ryan tweeted:

If [Albanese] really does want to work collaboratively with us, it’s inexplicable that the PM’s first act of engagement with the new cross bench is to attack our ability to work independently. This is a mistake by the PM.

Particulars

A screenshot of Dr Ryan’s tweet is in the possession of the solicitors for the Applicant and available for inspection on request.

30. Further, on 28 June 2022, Rebecca Sharkie, the independent member for Mayo, was quoted in the *Canberra Times* as follows:

Mayo MP Rebekha Sharkie said it would be a “furphy” to suggest the library could replace the work of political staffers, given the service can't provide advice, write speeches or react to partisan politicking.

Particulars

A copy of the article in the *Canberra Times* is in the possession of the solicitors for the Applicant and available for inspection on request.

31. Further, in an episode of Four Corners filmed at the end of June 2022, and broadcast on the ABC on 13 August 2022, Dr Ryan said:

It's hard to imagine how we're going to do everything in this office with one staffer.

It was a huge act of bastardy.

I felt like I'd been punched in the chest. I was devastated.

It was just so frustrating because I've been trying to get hold of him... because you know we asked for five [staff]? We'd heard "they'd be lucky to get two". I think there are some political undertones to this decision. I don't think the government wants the Teals to su-... Mr Albanese might want the Teals to succeed, but he might want to limit the extent to which we succeed. I don't think he wants us to be a raging success because then people in other communities might see that the Teals, the community independents, whatever you want to call us, people might think that community independents is the way to go as well.

Particulars

A copy of the transcript of the episode of Four Corners is in the possession of the solicitors for the Applicant and available for inspection on request.

32. Further, following the Prime Minister's announcement, Dr Ryan was concerned that the reduction in personal staff from four to one would place an undue workload on staff and would impede the independents' ability to work independently.

Particulars

Affidavit of Monique Ryan affirmed 2 February 2023, [15]. The Applicant also refers to paragraphs 22 and 31 above.

C. Ms Rugg's employment by the Commonwealth

33. In the evening of 24 June 2022, following the Prime Minister's direction earlier that day, Ms Ann Capling on behalf of Dr Ryan informed Ms Rugg that Dr Ryan's office was

looking for “*a Jack (or Jill!) of all trades... Would still be a great role in a smaller (!) hardworking team*”.

Particulars

Ms Capling sent Ms Rugg two text messages at 6.22pm on 24 June 2022 in which she wrote: “*Looks like we will be looking for a Jack (or Jill!) of all trades. I’ll keep you posted – there will be push back but I suspect it’s a done deal*” and “*Would still be a great role in a smaller (!) hardworking team*”. A copy of the text messages are in the possession of the solicitors for the Applicant and are available for inspection on request.

34. In the days following the Prime Minister’s direction, Dr Ryan’s office provided Ms Rugg with a position description for a role titled ‘Chief of Staff’ (**Position Description**).

Particulars

The position description was in writing. A draft copy was provided to Ms Rugg by Ms Capling on 28 June 2022, and a final copy shortly thereafter. A copy of the draft and final position descriptions are in the possession of the solicitors for the Applicant and is available on request. The final position description is also annexure SR-3 to the affidavit of Ms Rugg affirmed 2 February 2023.

35. The Position Description prepared by Dr Ryan’s office set out the following responsibilities for the role of Chief of Staff:

- (a) Build and manage a high performing team of paid and volunteer staff, including position descriptions, and professional development.
- (b) 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.
- (c) Prepare and present a yearly budget for the Member’s approval, across all activities.
- (d) Provide expert and timely advice to the Member on parliamentary, legislative, policy, political and constituency issues.

- (e) Coordinate Parliamentary business, including analysis of upcoming legislation and amendments and advice on parliamentary procedure.
 - (f) Prepare Parliamentary speeches, speech notes, policy briefings, private members bills and amendments, letters, and submissions on issues of interest.
 - (g) Provide advice to MP on emerging policy issues and contribute to policy development, including capitalising on opportunities for Parliamentary action on priority issues.
 - (h) Assist, represent and/or accompany the MP as required.
 - (i) Develop and execute the media and communications strategy and draft copy for speeches, social media posts, media responses, website copy and constituency newsletter.
 - (j) All other responsibilities as lawfully directed by the MP.
36. The Chief of Staff role in the Position Description incorporated duties that were, prior to the Prime Minister's direction, performed by multiple parliamentary staffers employed by independent Members.

Particulars

Affidavit of Monique Ryan affirmed 2 February 2023, [27], [42].

37. Further, Dr Ryan considered that the Chief of Staff role was the most critical position in her office, and needed to be someone who was always there for Dr Ryan, and who was across everything that was happening in Dr Ryan's office.

Particulars

Affidavit of Monique Ryan affirmed 2 February 2023, [36].

38. On 19 July 2022, Dr Ryan, on behalf of the Commonwealth, and Ms Rugg entered into a contract of employment whereby Dr Ryan agreed, on behalf of the Commonwealth, to employ Ms Rugg in the role of Chief of Staff (**the Contract**).

Particulars

The contract of employment was in writing and comprised a contract of employment sent by Dr Ryan's office to Ms Rugg on 19 July

2022. The contract of employment was executed electronically on or 19 July 2022.

A copy of the contract of employment is in the possession of the solicitors for the Applicant, and available for inspection on request. It is also annexure SR-2 to the affidavit of Ms Rugg affirmed 2 February 2023.

C.1 Terms and conditions of employment

Contractual terms

39. There were terms of the Contract, relevantly, that:

- (a) Ms Rugg's employment commenced on 25 July 2022;
- (b) Ms Rugg was employed in the classification of 'Adviser (Non-government)';
- (c) Ms Rugg was to be paid a salary of \$136,607, exclusive of superannuation at 15.4 per cent;

Particulars

The terms at paragraphs (a) to (c) above were contained on page 3 of the contract dated 19 July 2022.

- (d) Ms Rugg's terms and conditions of employment were as set out in the contract and the Agreement and were also subject to any determination made by the Prime Minister or Special Minister of State under the MOPS Act.

Particulars

Clause 4 of the contract dated 19 July 2022.

Enterprise Agreement Terms

40. The Agreement provided, *inter alia*, that:

- (a) the ordinary hours of duty for a full-time employee are 38 hours per week (7 hours and 36 minutes per day), which will generally be worked between the hours of 8.00am and 6.00pm, Monday to Friday: cl 31.1;
- (b) the level of remuneration provided to electorate employees and personal staff, 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 specified in clause 31, are recognised and compensated through a personal staff allowance in accordance with clause 33 (PSA): cl 32.1;

- (c) for the purposes of assessing whether additional hours of work are reasonable, hours worked by an employee will be averaged over a 12 month period: cl 32.3;
- (d) a PSA is payable to personal staff in recognition of, and as compensation for, additional hours of work, which for employees at the Adviser classification, is to be paid at the rates specified in Attachment D of the Agreement, and adjusted and paid in line with the salary adjustments in clause 15.1(b): cll 33.1, 33.2(b);
- (e) an employee in receipt of a personal staff allowance will work such reasonable additional hours of work as are agreed with the Office Holder [defined as having the same meaning as in s 3 of the MOPS Act], including on public holidays in accordance with clause 50. The agreed additional hours:
 - (i) will be designed to best suit the operating requirements of the workplace,
 - (ii) taking into account the personal needs of the employee; and
 - (iii) there will be sufficient and reasonable meal and/or rest breaks within and between periods of duty: cl 33.3.

41. Pursuant to clauses 31 and 33 of the Agreement, in addition to Ms Rugg's salary, she was entitled to be paid a PSA of \$30,205, in recognition of, and compensation for, reasonable additional hours of work.

Particulars

The amount of Ms Rugg's Parliamentary Staff Allowance was included on page 1 of the Position Description.

Termination under the MOPS Act

42. Pursuant to s 16 of the MOPS Act, Ms Rugg's employment could be terminated on notice by Dr Ryan.

43. Further, Part I of the Agreement also prescribed terms applicable on termination of Ms Rugg's employment.

Workplace rights

44. At all relevant times, Ms Rugg was entitled to the benefit of a workplace law, being s 62(1) and s 62(2) of the FW Act, and thereby had a workplace right within the meaning of s 341(1)(a) of the FW Act.
45. Further, at all relevant times, Ms Rugg was entitled to the benefit of a workplace instrument, being clauses 31.1 and 32.1 of the Agreement, and thereby had a workplace right within the meaning of s 341(1)(a) of the FW Act.
46. Further, at all relevant times, Ms Rugg was able to make a complaint or inquiry in relation to her employment, and accordingly had a workplace right within the meaning of s 341(1)(c)(ii) of the FW Act.

Particulars

Ms Rugg was able to make inquiries and complaints to Dr Ryan in relation to her employment both as an ordinary incident of her employment by Dr Ryan on behalf of the Commonwealth, and pursuant to cl 66 of the Agreement.

D. Events during Ms Rugg's employment

D.1 Hours of work

47. In endeavouring to perform the responsibilities in the Position Description, between 25 July 2022 and 4 December 2022 (a period of 22 weeks, less 18 days leave), Ms Rugg:
- (a) regularly worked over 65 hours per week including weekends;
 - (b) worked an average of 58 hours per week across 18.86 weeks including weekends (excluding periods of sick leave, annual leave, and public holidays).

Particulars

Ms Rugg worked for Dr Ryan between 25 July 2022 and 21 December 2022, a period of 21 weeks and 3 days. In that period, she took 17 days leave (sick, carer's, annual, and stress leave) and one day public holiday leave. The calculation of 18.86 weeks in paragraph 47(b) is: 21 weeks x 7 days = 147 + 3 days (19, 20, 21

December) = 150 days, less 18 days leave = 132 days/7 days per week = 18.86 weeks.

Ms Rugg's estimates of the hours she worked each day are set out in the table at Annexure A to this Statement of Claim.

Further particulars will be provided before trial.

48. Ms Rugg:

- (a) was compensated by her salary, for 38 hours work per week;
- (b) was compensated by the PSA, for an additional average of 8.4 hours work per week;

Particulars

Ms Rugg's annual salary of \$136,607 was the equivalent of an hourly rate of \$69.13 ($\$136,607/52 \text{ weeks}/38 \text{ hours}$). The PSA was \$30,205, which is the equivalent of 8.4 hours per week ($\$30,205/\$69.13/52 \text{ weeks}$).

- (c) was not compensated for any hours she worked in excess of the number of hours referred to in (a) and (b) above.

D.2 Complaints, Inquiries, and Requests

49. On 26 August 2022, Ms Rugg presented a Community Engagement Strategy to Dr Ryan. Ms Rugg stated that the Strategy required a staff member to manage volunteers and to implement the strategy, and that she did not have the capacity to perform the work herself, and proposed that Dr Ryan allocate funding to employ a staff member to do that work.

Particulars

The presentation was oral, to the effect alleged. It took place at a meeting on 26 August 2022 attended by Dr Ryan, Ms Rugg, and Nina O'Connor, an employee of Climate 200, at Dr Ryan's electorate office in Hawthorn, Victoria.

50. Following the aforementioned presentation, Dr Ryan agreed to allocate funding from the electorate office budget to employ a staff member to manage and implement the Community Engagement Strategy.

51. On several occasions between 12 and 23 September 2022:

- (a) Dr Ryan requested that Ms Rugg begin implementing the Community Engagement Strategy (**the Community Engagement request**);
- (b) Ms Rugg replied that Dr Ryan had agreed to engage another staff member to undertake that work because Ms Rugg did not have capacity to perform it herself; and Ms Rugg had too much work and did not have the capacity to perform the work herself (**the Community Engagement refusal**).

Particulars

The conversations between Dr Ryan and Ms Rugg, which were to the effect alleged, took place at Dr Ryan's electorate office between 12 and 23 September 2022.

52. In early September 2022:

- (a) Dr Ryan requested that Ms Rugg undertake certain work identified at an earlier meeting between Dr Ryan and Ms Rugg, and Damien Hodgkinson, a director of Kooyong Independents Limited (**the Kooyong Independents request**);
- (b) Ms Rugg replied that she did not have time to undertake that work and would not be able to do it (**the Kooyong Independents refusal**).

Particulars

The work is described in the affidavit of Sally Rugg affirmed on 2 February 2023 at [102]–[105].

The conversation between Dr Ryan and Ms Rugg took place at Dr Ryan's electorate office shortly after the earlier meeting with Mr Hodgkinson.

53. On 30 September 2022:

- (a) Dr Ryan informed Ms Rugg that "*I feel like we have really dropped the ball on non-Twitter SM [social media]*";
- (b) Ms Rugg stated that "*... we are exceptionally short-staffed and the consequence of this is that we're not able to deliver the volume of work of a full-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” (the first 30 September complaint).

Particulars

The exchange between Dr Ryan and Ms Rugg, including the first 30 September complaint, was by emails sent at 10.40am and 11.29am respectively. Copies of the emails are in the possession of the solicitors for the Applicant and available on request. They are also annexure SR-5 to the affidavit of Ms Rugg affirmed 2 February 2023.

54. Later on 30 September 2022:

- (a) Dr Ryan informed Ms Rugg that, in her view, Ms Rugg was not working hard enough, and kept “*dropping balls*”;
- (b) Ms Rugg stated that she was working so hard, working long hours, and working over the weekend (**the second 30 September complaint**).

Particulars

The second 30 September complaint was oral. It was made by Ms Rugg to Dr Ryan at a meeting on 30 September 2022 at Dr Ryan’s electorate office.

55. On 15 November 2022, Ms Rugg made a complaint to Dr Ryan that the breadth of her duties as Chief of Staff was not achievable (**the first November complaint**).

Particulars

The first November complaint was oral. It was made by Ms Rugg to Dr Ryan at a meeting on 15 November 2022 at Dr Ryan’s electorate office.

Dr Ryan asked Ms Rugg if there was anything she was finding hard about her role. Ms Rugg replied that “*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*”. Ms Rugg then said, “*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*”.

In an affidavit affirmed on 2 February 2023, Dr Ryan stated that “*Ms Rugg has told me on several occasions, including during our discussion on 15 November 2022, that she was overloaded and couldn’t keep up with everything*”: at [74].

56. At the same meeting on 15 November 2022, Dr Ryan told Ms Rugg that if she was not prepared to work as hard as Dr Ryan wanted, then Dr Ryan would have to terminate Ms Rugg's employment (**the first threat to terminate**).

Particulars

The first threat to terminate was oral. It was made by Dr Ryan at the meeting on 15 November 2022. Dr Ryan said to Ms Rugg, "*if you are not prepared to work as hard as I want, I will need to consider my options*". Ms Rugg asked Dr Ryan what she meant by that. Dr Ryan said, "*Well, I would have to let you go*".

57. As a result of the first threat to terminate, Ms Rugg experienced acute shock and distress.

Particulars

Ms Rugg was shocked by the first threat to terminate. During the 15 November 2022 meeting, Ms Rugg became very upset and distressed, and was in tears in Dr Ryan's electorate office.

58. Shortly after the 15 November 2022 meeting, Ms Rugg requested, and Dr Ryan agreed, that Ms Rugg would have a formal performance review.

Particulars

Ms Rugg and Dr Ryan exchanged emails to this effect on 15 November 2022. Copies of the emails are in the possession of the solicitors for the Applicant and available on request. They are also at annexure SR-7 to the affidavit of Ms Rugg affirmed 2 February 2023.

59. On Sunday 27 November 2022, following a request from Dr Ryan at 8.40am that Ms Rugg and others attend a Microsoft Teams meeting at 9.00am, Ms Rugg complained that calling a meeting on 20 minutes' notice on a Sunday morning was "*not great*" and "*not necessary*", and not conducive to a good work culture (**the second November complaint**).

Particulars

The complaint was in writing. It was made over three text messages sent by Ms Rugg to Dr Ryan at 8.43am and (two messages at) 8.45am. Copies of the messages are in the possession of the solicitors for the Applicant and available on request. They are also annexure SR-21 to the second affidavit of Ms Rugg affirmed 2 February 2023.

60. On 6 December 2022, Dr Ryan told Ms Rugg that she could not trust Ms Rugg to deliver the work required, that Ms Rugg was not working hard enough, that Ms Rugg did not want to work weekends, and accordingly, that Dr Ryan was considering terminating Ms Rugg's employment (**the second threat to terminate**).

Particulars

The second threat to terminate was oral. It was made by Dr Ryan on 6 December 2022 in a conversation in Dr Ryan's office in her electorate office. Dr Ryan said to Ms Rugg, "*I don't think your employment is working out*", and that termination was an option at Ms Rugg's performance review, as "*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*".

61. Following the second threat to terminate, and as a result of the first and second threats to terminate, Ms Rugg experienced acute and ongoing distress, as well as fear and anxiety that her employment would be terminated.
62. Between Friday 9 and Sunday 16 December 2022, Ms Rugg was absent from work because she was suffering from stress as a result of the work demands on her, and of the distress, fear and anxiety caused by the threats to terminate.
63. On 12 December 2022, during a performance review conducted by Dr Ryan of Ms Rugg's performance, Dr Ryan informed Ms Rugg:
- (a) that Ms Rugg could resign; or
 - (b) that Dr Ryan could place Ms Rugg on a performance improvement plan, which could lead to her termination (**the third threat to terminate**).

Particulars

The third threat to terminate was oral. It was made during the performance review, which was conducted over Microsoft Teams. The performance review was attended by Ms Rugg, Dr Ryan, Michael Douglas of the Parliamentary Workplace Support Services (as Ms Rugg's support person), and Samirah Siddique of the Ministerial and Parliamentary Services branch of the Department of Finance.

64. Shortly after the statements referred to in the preceding paragraph, the performance review was adjourned to 12.00pm on 22 December 2022, on which occasion the parties agreed that Ms Rugg was to complete her part of the performance review.
65. Following the third threat to terminate, and as a result of the first, second and third threats to terminate, Ms Rugg experienced acute and ongoing distress, as well as fear and anxiety that her employment would be terminated.

Particulars

Following the 12 December 2022 meeting, Ms Rugg was so distressed that she was unable to attend a meeting with Mr Douglas (who was her support person at the meeting) which was scheduled to take place immediately after the 12 December meeting.

66. On 20 December 2022, Dr Ryan sent Ms Rugg a proposed performance improvement plan, which identified several duties that Dr Ryan required Ms Rugg to complete within ten working days in January 2023.

Particulars

The performance improvement plan was in writing. A copy is in the possession of the solicitors for the Applicant and is available on request. It is also annexure MR-7 to the affidavit of Dr Ryan affirmed 2 February 2023.

67. Shortly thereafter, on 20 December 2022, Ms Rugg sent Dr Ryan an email in which Ms Rugg complained that the performance improvement plan did not follow fair process, was not achievable, and did not follow a fair process of dealing with Ms Rugg's performance, and asked Dr Ryan to withdraw it (**the December complaint**).

Particulars

The December complaint was in writing, and sent by email from Ms Rugg to Dr Ryan at 4.38pm on 20 December 2022. A copy is in the possession of the solicitors for the Applicant and is available on request. It is also included as part of annexure SR-13 to the affidavit of Ms Rugg affirmed 2 February 2023.

D.3 Termination

68. On 21 December 2022:

- (a) Dr Ryan informed Ms Rugg that she had determined to terminate Ms Rugg's employment in January 2023;
- (b) Dr Ryan informed Ms Rugg that she could terminate Ms Rugg's employment before or at the end of the performance improvement plan, or right now;
- (c) Dr Ryan stated that if Ms Rugg resigned before the resumption of the performance review scheduled for 12.00pm the following day, and signed a non-disparagement agreement, she would pay Ms Rugg six weeks' salary, and she and Ms Rugg could otherwise agree on 'the story' of the cessation of Ms Rugg's employment;
- (d) Ms Rugg stated that this was not fair, and asked if they could discuss the matter at the performance review scheduled for the next day so that Mr Douglas and MAPS could be present, and Dr Ryan rejected that request; and
- (e) Dr Ryan informed Ms Rugg that she needed her resignation,

(the fourth threat to terminate).

Particulars

The fourth threat to terminate was oral. It was made by Dr Ryan to Ms Rugg in a conversation at around 5.15pm at Dr Ryan's electorate office.

69. Following the fourth threat to terminate, and as a result of the first, second, third and fourth threats to terminate, Ms Rugg experienced acute distress and anxiety, and fear that her employment would be terminated.

Particulars

Following the fourth threat to terminate, Ms Rugg left Dr Ryan's electorate office. She became so distraught that she was unable to continue driving. On returning home, she continued to experience acute distress for several hours.

70. Following the conversation set out in paragraph 68 above, on 21 December 2022, Ms Rugg sent Dr Ryan a letter of resignation.

Particulars

The letter was attached to an email sent by Ms Rugg to Dr Ryan at 10.02pm on 21 December 2022. A copy of the letter and email is in the possession of the solicitors for the Applicant and available for inspection on request. They are also annexure SR-16 to the affidavit of Ms Rugg affirmed 2 February 2023.

71. By reason of the threats to terminate pleaded in paragraphs 56, 60, 63, and 68 above, and by reason of Ms Rugg's acute shock and distress, and fear and anxiety that her employment would be terminated as set out in paragraphs 57, 61, 62, 65 and 69 above, Ms Rugg's resignation from employment on 21 December 2022 constituted a constructive dismissal of Ms Rugg by Dr Ryan on behalf of the Commonwealth.
72. Alternatively to paragraph 71 above, the first, second, third and fourth threats to terminate:
- (a) each constituted conduct by Dr Ryan within the meaning of s 386(1)(b) of the FW Act; alternatively
 - (b) together constituted a course of conduct by Dr Ryan within the meaning of s 386(1)(b) of the FW Act; and
 - (c) having regard to Ms Rugg's acute shock and distress, and fear and anxiety that her employment would be terminated as set out in paragraphs 57, 61, 62, 65 and 69 above,

Ms Rugg's resignation from employment on 21 December 2022 was forced within the meaning of s 386(1)(b) of the FW Act and constituted a dismissal of Ms Rugg by Dr Ryan on behalf of the Commonwealth, within the meaning of s 386(1)(b) of the FW Act.

E. Breach of s 62 of the FW Act

E.1 Liability of the Commonwealth for contravention of s 62 of the FW Act

73. By reason of:

- (a) the fact that prior to the Prime Minister's direction, independent Members were able to employ up to four personal staff as alleged in paragraph 20 above;
- (b) the fact that prior to the Prime Minister's direction, independent Members employed up to four personal staff to undertake work in their offices in roles including parliamentary and policy adviser, media adviser, and chief of staff, as alleged in paragraph 21 above;
- (c) the fact that Mr Albanese knew before issuing the Prime Minister's direction that the work of personal staff involved high intensity and demanding workloads and long hours, as alleged at paragraphs 11 to 15 above;
- (d) the Prime Minister's direction, which reduced the number of personal staff that independent Members, including Dr Ryan, were able to employ from four to one,

the Prime Minister's direction constituted a request or requirement that personal staff of independent Members, including Ms Rugg, work additional hours that were not reasonable, within the meaning in s 62(1) of the FW Act.

74. Further to the matters in the preceding paragraph, the additional hours required to be worked by reason of the Prime Minister's direction were also not reasonable because:

- (a) the Prime Minister's direction constituted a major change likely to have a significant effect on employees, within the meaning in cl 6 of the Agreement, and in breach of cl 6, neither the Commonwealth nor Mr Albanese engaged in consultation as required by cl 6;
- (b) in circumstances where the PSA only compensated for working a certain number of additional hours (in Ms Rugg's case, an average of 46.4 hours per week as alleged in paragraph 48 above), and there was no compensation for work in excess of the hours compensated by the PSA, neither the Commonwealth nor Mr Albanese made any inquiries or investigations as to whether and to what extent

the Prime Minister's direction would result in personal staff of independent Members working in excess of the hours compensated by the PSA;

- (c) the positions occupied by the personal staff of independent Members were positions which carried a high level of responsibility in supporting the independent Members in and in relation to their work in the Parliament.

75. The conduct of Mr Albanese in relation to the Prime Minister's direction, as pleaded in the two preceding paragraphs, is taken to be the conduct of the Commonwealth by reason of the matters referred to in paragraphs 6–9, and 16–17 above, and by operation of s 793 of the FW Act and the common law principles of vicarious liability.

76. By reason of the matters referred to in the preceding paragraph, the Commonwealth has contravened s 62 of the FW Act and in consequence contravened s 44 of the FW Act.

77. Further, by reason of:

- (a) Dr Ryan's opinion that the Prime Minister's direction would have the effect that independent Members' offices would not have sufficient personal staff to attend to the workload of independent Members, as alleged in paragraphs 22, 29, 31 and 32 above;
- (b) the responsibilities in the Position Description, as set out in paragraph 35 above;
- (c) the fact that the responsibilities in the Position Description encompassed duties that were previously performed by multiple parliamentary staffers, as alleged in paragraphs 33 and 36 above;
- (d) the fact that Dr Ryan required the Chief of Staff role to be filled by someone who was always there for Dr Ryan, and who was across everything that was happening in Dr Ryan's office, as alleged in paragraph 37 above;
- (e) the requirement by Dr Ryan that Ms Rugg perform all the responsibilities in the Position Description;
- (f) the fact that the PSA was compensation for Ms Rugg for working, on average, an additional 8.4 hours per week above 38 ordinary hours, as alleged in paragraph 48(b) above;

- (g) the fact that aside from her salary and the PSA, Ms Rugg was not otherwise compensated for any hours she worked in excess of the number of hours covered by her salary and the PSA; and
- (h) the hours that Ms Rugg worked in order to perform her responsibilities pursuant to the Position Description, as alleged in paragraph 47 above,

Dr Ryan, as the employer of Ms Rugg on behalf of the Commonwealth, requested or required Ms Rugg to work additional hours that were not reasonable.

78. Further, by making:

- (a) the Community Engagement request alleged in paragraph 51(a);
- (b) the Kooyong Independents request alleged in paragraph 52(a),

Dr Ryan, as the employer of Ms Rugg on behalf of the Commonwealth, requested or required Ms Rugg to work additional hours that were not reasonable.

79. The conduct of Dr Ryan as pleaded in the two preceding paragraphs is taken to be the conduct of the Commonwealth by operation of s 793 of the FW Act and the common law principles of vicarious liability.

80. By reason of the matters referred to in the preceding paragraph, the Commonwealth has contravened s 62 of the FW Act and in consequence contravened s 44 of the FW Act.

E.2 Liability of Dr Ryan for contravention of s 62 of the FW Act

81. By reason of the matters referred to in paragraphs 77 and 78 above, Dr Ryan was, within the meaning in s 550(2)(a) and (c) of the FW Act, a person involved in the contravention by the Commonwealth of s 62 and s 44 of the FW Act referred to in the preceding paragraph.

E.3 Serious contravention

82. At all material times, by reason of the matters in paragraphs 5 and 40(b) above, the Commonwealth knew that personal staff who received the PSA were expected to, and did, work additional hours above 38 hours per week.

Particulars

The Commonwealth is a party to the Agreement.

83. Prior to and after the Prime Minister's direction, the Commonwealth knew that persons employed by the Members as personal staff had high-intensity and demanding workloads, worked long and irregular hours including on weekends, and had high levels of stress; and that the work often involved a lack of resources and training, and unreasonable performance measures and timeframes.

Particulars

The Commonwealth knew these matters prior to the Prime Minister's direction because they were set out in the PMC Report and the AHRC Report. As set out in paragraphs 11 to 15 above, Members of Parliament were briefed on and received the PMC Report and the AHRC Report in 2021.

The Commonwealth knew these matters after the Prime Minister's direction because after the Prime Minister's direction, there was no material change in the workload of personal staff recorded and described in the PMC Report and the AHRC Report, and because Members of Parliament referred to these matters in their public statements following the Prime Minister's direction, as set out in paragraphs 22 to 31 above.

84. Prior to and after the Prime Minister's direction, the Commonwealth knew that the Prime Minister's direction would have the effect that the workload of the one personal staff authorised to be employed by the Members would involve working additional hours.

Particulars

The Commonwealth's knowledge is derived from:

1. The matters set out in paragraphs 11 to 15, because members of Parliament were briefed on and received the PMC Report and the AHRC Report;
2. the matters in paragraph 19 because that information is necessary for the Commonwealth's function, and is publicly available;
3. the matters in paragraphs 20 to 21 arising out of the Commonwealth's function as the employer of persons employed as personal staff under the Part III of the MOPS Act;
4. the matters in paragraphs 22 to 31 because those statements were public statements made by, and read or heard by, members of Parliament.

85. By reason of the matters in paragraphs 73, 74, 77–79, and 82–84 above, the Commonwealth knew that the additional hours that Ms Rugg was required or requested to work, were unreasonable.
86. Further, the conduct of the Commonwealth was part of a systematic pattern of conduct which applied to personal staff of all Members, including Ms Rugg.

Particulars

The Applicant refers to paragraphs 19 to 31 above.

87. By reason of the matters referred to in paragraphs 73, 74, 77–79, and 82–84 above, the Commonwealth expressly, tacitly or impliedly authorised the contravention of s 62 referred to in paragraphs 76 and 80 above, within the meaning in s 557B of the FW Act.
88. By reason of the matters referred to in paragraphs 82 to 87 above, the Commonwealth's contravention of s 62(1) is a serious contravention within the meaning in s 557A(1) of the FW Act.

F Adverse Action

F.1 Exercise of workplace rights

89. By making:
- (a) the first 30 September complaint alleged in paragraph 53(b);
 - (b) the second 30 September complaint alleged in paragraph 54(b);
 - (c) the first November complaint alleged in paragraph 55;
 - (d) the second November complaint alleged in paragraph 59;
 - (e) the December complaint alleged in paragraph 67,

Ms Rugg was exercising a workplace right, within the meaning of s 341(1)(c)(ii) of the FW Act, to make a complaint or inquiry in relation to her employment.

90. Further, by giving:
- (a) the Community Engagement refusal alleged in paragraph 51(b);

- (b) the Kooyong Independents refusal alleged in paragraph 52(b),

Ms Rugg was exercising a workplace right, within the meaning of s 341(1)(a) of the FW Act, under s 62(2) of the FW Act and under cl 31.1 and 32.1 of the Agreement, to refuse to work additional hours that are unreasonable.

F.2 Liability of the Commonwealth for contravention of s 340 of the FW Act

Adverse action – dismissal

91. In dismissing Ms Rugg, as alleged in paragraphs 71 and 72 above, Dr Ryan, on behalf of the Commonwealth, took adverse action against Ms Rugg, within the meaning of Item 1(a) of the table in s 342(1) of the FW Act.
92. Dr Ryan, on behalf of the Commonwealth, dismissed Ms Rugg for the reason, or reasons which included the reason, that Ms Rugg had exercised her workplace rights:
 - (a) to make the complaints and inquiries alleged in paragraph 89 above;
 - (b) to make the Community Engagement refusal and the Kooyong Independents refusal alleged in paragraph 90 above.

Particulars

The Applicant also relies on the presumption in s 361 of the FW Act and the inferences to be drawn from the matters referred to in (a) and (b).

93. By reason of the matters set out in paragraphs 91 to 92 above, the Commonwealth contravened s 340 of the FW Act.

Particulars

The Applicant relies on s 793 of the FW Act and the common law principle of vicarious liability.

Adverse action – injury and prejudice

94. Further, by making the first, second, third and fourth threats to terminate, as alleged in paragraphs 56, 60, 63 and 68 above, Dr Ryan on behalf of the Commonwealth took adverse action against Ms Rugg within the meaning of Item 1(b) of the table in s 342(1) and s 342(2) of the FW Act.

Particulars

The threats to terminate injured Ms Rugg in her employment, because they rendered Ms Rugg's employment uncertain and insecure as a result of Dr Ryan's adverse action, and because Ms Rugg experienced both acute and ongoing shock and distress as a result of the threats to terminate as set out in paragraphs 57, 61, 62, 65, and 69 above.

95. Further, by making the first, second, third and fourth threats to terminate, as alleged in paragraphs 56, 60, 63 and 68 above, Dr Ryan on behalf of the Commonwealth took adverse action against Ms Rugg within the meaning of Item 1(c) of the table in s 342(1) and s 342(2) of the FW Act.

Particulars

The threats to terminate altered Ms Rugg's position to her prejudice, because they rendered Ms Rugg's employment uncertain and insecure as a result of Dr Ryan's adverse action.

96. Dr Ryan on behalf of the Commonwealth took adverse action against Ms Rugg for the reason, or reasons which included the reason, that Ms Rugg had exercised her workplace rights:
- (a) to make the complaints and inquiries alleged in paragraph 89 above;
 - (b) to make the Community Engagement refusal and the Kooyong Independents refusal alleged in paragraph 90 above.
97. The conduct of Dr Ryan as pleaded in paragraphs 91 to 92, and 94 to 96 above, is taken to be the conduct of the Commonwealth by operation of s 739 of the FW Act, and the common law principles of vicarious liability.
98. By reason of the matters referred to in the preceding paragraph, the Commonwealth contravened s 340 of the FW Act.

F.3 Liability of Dr Ryan for contravention of s 62 of the FW Act

99. By reason of the matters referred to in paragraphs 91 to 92, and 94 to 96 above, Dr Ryan was, within the meaning in s 550(2)(a) and (c) of the FW Act, a person involved in the contravention by the Commonwealth of s 340 of the FW Act referred to in the preceding paragraph.

G. Loss and damage

100. By reason of:

- (a) The Commonwealth's contraventions of the FW Act as alleged in paragraphs 76, 80, 88, 93 and 98 above; and/or
- (b) Dr Ryan's contraventions of the FW Act, as alleged in paragraphs 81 and 99 above,

Ms Rugg has suffered loss and damage.

Particulars of loss and damage

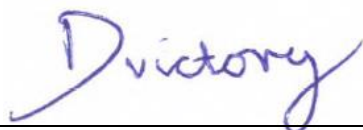
Ms Rugg has suffered the following loss and damage:

1. Loss of earnings following and as a consequence of her dismissal by the Commonwealth.
2. Non-payment of remuneration for the unreasonable additional hours which she was required to work as a result of the contravention of s 62(1), and which were not compensated by her salary or the PSA.
3. Medical and treatment expenses for the adverse health effects of the contraventions.
4. General damage in the form of hurt, distress and humiliation suffered by Ms Rugg because of the contraventions.

Further particulars of loss and damage will be provided before trial.

The Applicant accordingly seeks the relief set out in the Amended Originating Application filed with this Statement of Claim.

Date: 21 April 2023



Signed by Daniel Victory
Lawyer for the Applicant

This pleading was prepared by Herman Borenstein KC, Kate Burke and Declan Murphy of counsel.

Annexure A - Sally Rugg Estimated Working Hours

Code	
Blue Shading	Parliament Sitting
Pink Shading	Leave
Green Text	Weekends

Week	Date	Day	Hours
	25 July 2022	Monday	11:35:00
	26 July 2022	Tuesday	11:04:00
	27 July 2022	Wednesday	15:00:00
	28 July 2022	Thursday	11:03:00
	29 July 2022	Friday	8:14:00
	30 July 2022	Saturday	0:00:00
	31 July 2022	Sunday	7:45:00
Week 1		Total	64:41:00
	1 August 2022	Monday	13:30:00
	2 August 2022	Tuesday	14:30:00
	3 August 2022	Wednesday	14:15:00
	4 August 2022	Thursday	13:40:00
	5 August 2022	Friday	11:16:00
	6 August 2022	Saturday	9:38:00
	7 August 2022	Sunday	6:33:00
Week 2		Total	83:22:00
	8 August 2022	Monday	[sick leave]
	9 August 2022	Tuesday	[sick leave]
	10 August 2022	Wednesday	08:00:00
	11 August 2022	Thursday	08:00:00
	12 August 2022	Friday	08:00:00
	13 August 2022	Saturday	0:00:00
	14 August 2022	Sunday	02:00:00
Week 3		Total	26:00:00
	15 August 2022	Monday	14:45:00
	16 August 2022	Tuesday	10:10:00
	17 August 2022	Wednesday	08:00:00
	18 August 2022	Thursday	8:34:00
	19 August 2022	Friday	11:05:00
	20 August 2022	Saturday	03:00:00
	21 August 2022	Sunday	10:25:00
Week 4		Total	65:59:00
	22 August 2022	Monday	08:00:00
	23 August 2022	Tuesday	11:49:00
	24 August 2022	Wednesday	10:41:00
	25 August 2022	Thursday	8:06:00

Week	Date	Day	Hours
	26 August 2022	Friday	10:29:00
	27 August 2022	Saturday	4:00:00
	28 August 2022	Sunday	0:00:00
Week 5		Total	53:05:00
	29 August 2022	Monday	13:51:00
	30 August 2022	Tuesday	11:20:00
	31 August 2022	Wednesday	11:23:00
	1 September 2022	Thursday	6:00:00
	2 September 2022	Friday	11:33:00
	3 September 2022	Saturday	8:49:00
	4 September 2022	Sunday	11:29:00
Week 6		Total	74:25:00
	5 September 2022	Monday	13:43:00
	6 September 2022	Tuesday	13:33:00
	7 September 2022	Wednesday	11:38:00
	8 September 2022	Thursday	12:59:00
	9 September 2022	Friday	13:49:00
	10 September 2022	Saturday	0:00:00
	11 September 2022	Sunday	0:00:00
Week 7		Total	65:42:00
	12 September 2022	Monday	14:06:00
	13 September 2022	Tuesday	10:05:00
	14 September 2022	Wednesday	14:33:00
	15 September 2022	Thursday	10:00:00
	16 September 2022	Friday	6:43:00
	17 September 2022	Saturday	0:00:00
	18 September 2022	Sunday	10:56:00
Week 8		Total	66:23:00
	19 September 2022	Monday	8:16:00
	20 September 2022	Tuesday	9:54:00
	21 September 2022	Wednesday	14:48:00
	22 September 2022	Thursday	6:15:00
	23 September 2022	Friday	12:04:00
	24 September 2022	Saturday	0:00:00
	25 September 2022	Sunday	13:39:00
Week 9		Total	64:56:00
	26 September 2022	Monday	12:08:00
	27 September 2022	Tuesday	12:58:00
	28 September 2022	Wednesday	13:36:00
	29 September 2022	Thursday	[carer's leave]
	30 September 2022	Friday	11:38:00
	1 October 2022	Saturday	0:00:00

Week	Date	Day	Hours
	2 October 2022	Sunday	0:52:00
Week 10		Total	51:12:00
	3 October 2022	Monday	12:41:00
	4 October 2022	Tuesday	11:17:00
	5 October 2022	Wednesday	10:32:00
	6 October 2022	Thursday	9:47:00
	7 October 2022	Friday	10:43:00
	8 October 2022	Saturday	1:00:00
	9 October 2022	Sunday	1:57:00
Week 11		Total	57:57:00
	10 October 2022	Monday	[sick leave]
	11 October 2022	Tuesday	[sick leave]
	12 October 2022	Wednesday	[sick leave]
	13 October 2022	Thursday	[sick leave]
	14 October 2022	Friday	7:21:00
	15 October 2022	Saturday	10:39:00
	16 October 2022	Sunday	2:11:00
Week 12		Total	20:11:00
	17 October 2022	Monday	9:23:00
	18 October 2022	Tuesday	8:00:00
	19 October 2022	Wednesday	15:56:00
	20 October 2022	Thursday	9:38:00
	21 October 2022	Friday	9:06:00
	22 October 2022	Saturday	0:00:00
	23 October 2022	Sunday	0:00:00
Week 13		Total	52:03:00
	24 October 2022	Monday	10:09:00
	25 October 2022	Tuesday	15:40:00
	26 October 2022	Wednesday	11:34:00
	27 October 2022	Thursday	12:52:00
	28 October 2022	Friday	9:49:00
	29 October 2022	Saturday	0:00:00
	30 October 2022	Sunday	0:00:00
Week 14		Total	60:04:00
	31 October 2022	Monday	[annual leave]
	1 November 2022	Tuesday	[public holiday]
	2 November 2022	Wednesday	8:00:00
	3 November 2022	Thursday	8:25:00
	4 November 2022	Friday	8:00:00
	5 November 2022	Saturday	2:00:00
	6 November 2022	Sunday	3:32:00
Week 15		Total	29:57:00
	7 November 2022	Monday	11:38:00

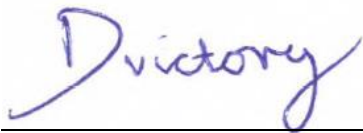
Week	Date	Day	Hours
	8 November 2022	Tuesday	13:59:00
	9 November 2022	Wednesday	13:54:00
	10 November 2022	Thursday	15:04:00
	11 November 2022	Friday	12:49:00
	12 November 2022	Saturday	0:00:00
	13 November 2022	Sunday	0:00:00
Week 16		Total	67:24:00
	14 November 2022	Monday	8:00:00
	15 November 2022	Tuesday	8:00:00
	16 November 2022	Wednesday	9:17:00
	17 November 2022	Thursday	9:05:00
	18 November 2022	Friday	8:00:00
	19 November 2022	Saturday	00:00:00
	20 November 2022	Sunday	13:44:00
Week 17		Total	56:06:00
	21 November 2022	Monday	13:17:00
	22 November 2022	Tuesday	6:16:00
	23 November 2022	Wednesday	[sick leave]
	24 November 2022	Thursday	[sick leave]
	25 November 2022	Friday	[sick leave]
	26 November 2022	Saturday	[sick leave]
	27 November 2022	Sunday	5:50:00
Week 18		Total	25:23:00
	28 November 2022	Monday	11:10:00
	29 November 2022	Tuesday	13:16:00
	30 November 2022	Wednesday	12:20:00
	1 December 2022	Thursday	10:21:00
	2 December 2022	Friday	6:54:00
	3 December 2022	Saturday	0:00:00
	4 December 2022	Sunday	0:00:00
Week 19		Total	54:01:00
	5 December 2022	Monday	8:30:00
	6 December 2022	Tuesday	8:55:00
	7 December 2022	Wednesday	8:00:00
	8 December 2022	Thursday	5:30:00
	9 December 2022	Friday	[stress leave]
	10 December 2022	Saturday	0:00:00
	11 December 2022	Sunday	0:00:00
Week 20		Total	30:55:00
	12 December 2022	Monday	[stress leave]
	13 December 2022	Tuesday	[stress leave]
	14 December 2022	Wednesday	[stress leave]
	15 December 2022	Thursday	[stress leave]

Week	Date	Day	Hours
	16 December 2022	Friday	[stress leave]
	17 December 2022	Saturday	0:00:00
	18 December 2022	Sunday	0:00:00
Week 21		Total	0:00:00
	19 December 2022	Monday	9:27:00
	20 December 2022	Tuesday	9:40:00
	21 December 2022	Wednesday	6:30:00
Week 22		Total	25:37:00

Certificate of lawyer

I, Daniel Victory certify to the Court that in relation to the Statement of Claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 21 April 2023



Signed by Daniel Victory
Lawyer for the Applicant