

● Explanatory Notes

What's different about the Legislative
Assembly Members' Staff Enterprise
Agreement 2026-2029

Acknowledgement of Country

The Chief Minister, Treasury and Economic Development Directorate acknowledges the Ngunnawal people as traditional custodians of the ACT and recognise any other people or families with connection to the lands of the ACT and region.

We respect the Aboriginal and Torres Strait Islander people, particularly our Aboriginal and Torres Strait Islander staff, and their continuing culture and contribution they make to the Canberra region and the life of our city.

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Purpose

This document explains the proposed main amendments to the *Legislative Assembly Members' Staff Enterprise Agreement 2026-2029* ('the Agreement'), to ensure that employees have a good understanding of the outcomes negotiated with unions and other bargaining representatives.

The proposed amendments clarify existing entitlements and processes and introduce new ones. Together, these amendments provide for competitive entitlements and conditions for the Legislative Assembly workforce which are further detailed below.

Note

When these explanatory notes reference a clause (e.g. A4: Commencement and Duration) it is referencing the proposed Agreement for 2026-2029.

Key Information

A4: Commencement and Duration

The nominal expiry date of the proposed Agreement is 31 March 2029.

B1: Types of Employment

Language throughout the proposed Agreement has been updated from 'fixed term temporary employment' to 'non-ongoing employee' or 'ongoing employee' to more accurately reflect employment as it operates under the *Legislative Assembly (Members' Staff) Act 1989*.

B4: Time off in Lieu (TOIL)

New provisions have been introduced that enable an employee to cash out a maximum of one week's worth (36:45 hours) of accrued TOIL upon cessation of employment from the Assembly. For clarity, TOIL will be paid at an hour for hour basis of an employee's ordinary weekly hours and is subject to the Member's pre-determined salary cap.

The maximum TOIL accrual cap has been increased from 100 to 125 hours to recognise additional hours worked.

B7: Termination Payment

The termination payment service requirements have been increased to recognise the tenuous nature of working in the Assembly.

These increases are set out in Table as follows:

Table 1: Termination Payment Increases

Length of Service	Number of weeks payable
Less than 1 year	4 weeks salary
More than 1 year but less than 2 years	5 weeks salary

More than 2 years but less than 3 years 6 weeks salary

More than 3 years 8 weeks salary

Plus: An additional sum equal to 3 weeks of salary for each completed year of continuous service to a maximum of 40 weeks.

B8: Additional Termination payment

A new provision has been introduced which outlines that if an employee's employment terminates under the provisions of B7, and the benefits are not treated as a genuine redundancy payment under the *Income Tax Assessment Act 1997*, their termination payment will be increased by 30%. This increase is to further recognise the tenuous nature of working in the Assembly.

C3: Remuneration

The Government's pay offer provides percentage increases over the life of the Agreement. Every year, from 2026 to 2029, employees will receive a percentage increase to their salary.

These pay increases are set out in Table 2 as follows:

Table 2: Pay Increases

Agreement Year	Percentage Increase to Pay	Date of Increase
Year 1	3%	1.5% July 2026
		1.5% February 2027
Year 2	3%	1.5% July 2027
		1.5% February 2028
Year 3	3%	1.5% July 2028
		1.5% February 2029

A clause that prescribed the timeframe within which salary increases are to be paid has been removed from the Agreement, to align with the core provisions of the Administrative and Related Classifications Enterprise Agreement 2026 – 2029 (Admin EA).

C4: Cost of Living Payment

The Government's pay offer includes a new cost of living payment where the annual Canberra Consumer Price Index (CPI) inflation figure is 3.5% or higher for ongoing, non-ongoing and eligible casual employees. The cost of living payment will be calculated from June 2026 to June 2027 and June 2027 to June 2028.

Quarterly data on “All groups CPI; Canberra” that is published by the Australian Bureau of Statistics (ABS) will be used to calculate the annual CPI growth rate over the indicated periods.

If the threshold of 3.5% is met, eligible employees will receive a \$600 cost of living payment. If CPI reaches 4.0% or higher the cost of living payment will be increased to \$1,000. The cost-of-living payment will be paid on the last payday of September in the relevant year.

For clarity, the cost of living payment for part-time employees working less than 0.5 Full Time Equivalent (FTE) will be based on the average hours worked over 26 pay periods preceding the eligibility date. Eligible casual employees working below 0.5 FTE will have the cost of living payment pro-rated on their average hours. The calculation will also take into consideration the maximum number of hours applicable to the employee’s position FTE.

This payment will be made to employees who meet the definition of “eligible casual employee” and have an active record in the pay system on the eligibility date.

The cost of living payment will have superannuation paid in accordance with relevant superannuation fund rules and will be taxed in accordance with Australian Taxation Office (ATO) requirements.

C7: Pay Points and Progression

Language has been updated from ‘will’ to ‘must’ in regard to a Member advising what is required to progress an employee’s increment advancement when the employee’s performance, attendance, diligence and efficiency have been deemed not satisfactory to ensure employees are provided with clear career progression pathways.

For clarity, language throughout the provision that outlines an employee is entitled to move up one pay point after each anniversary of employment has been updated from ‘annual’ to ‘higher’.

C9: Specialist Duties Payment

The Specialist Duties Payment has been updated to clarify that it will count as pay for all purposes, including superannuation.

C10: LAMS Allowance

The LAMS Allowance has been updated to clarify that it includes superannuation.

C12 and Annex B: Allowance Rates

Further to the pay offer, the rates of relevant allowances provided for in Annex B of the Agreement will be adjusted by:

Table 3: Increases to Allowances

Agreement Year	Percentage Increase to Allowance	Date of Increase
Year 1	3%	1.5% July 2026
		1.5% February 2027
Year 2	3%	1.5% July 2027

		1.5% February 2028
Year 3	3%	1.5% July 2028
		1.5% February 2029

C14: Reimbursement of Reasonable Relocation Expenses

The delegation to approve a relocation expense has been updated from the Chief Minister to the Member or Speaker for consistency of delegations in the Agreement. For clarity, the payment must be met within the Members' approved salary cap.

D7: Superannuation

Superannuation employer contributions for Superannuation Guarantee Funds have been increased in the Agreement. The superannuation employer contributions are proposed in the Agreement as follows:

- 12.5% from 1 January 2026 to 31 December 2027
- From 1 January 2028, the Territory will contribute 13.0%.

This represents an increase of 0.5% during the life of the Agreement and takes the rate to 13% which is 1.0% above the legislated minimum of 12.0%.

Members of preserved Commonwealth schemes like the CSS, PSS and PSSaP will continue to receive the contributions they do currently.

Provisions relating to previous Superannuation contributions for employees employed by the Assembly on or before 5 September 2007 have been removed as there are no longer any employees employed before this date and these provisions are now redundant.

References to ACT Government's payroll system have been expanded to also include the Legislative Assembly's payroll system.

F7: Annual Leave

Payment in lieu of annual leave has been expanded to include payment in lieu of annual leave if 1 week of TOIL is taken or has been taken within 6 months of the cash out application.

Work Level Standards Review

Section K – Work Level Standards review that committed a review be undertaken during the life of the previous Agreement has been removed as this review has been completed and this provision is now redundant.

Transitional Arrangements for Adviser Level 1

Section L that supported the transition from Adviser Level 1 (lower) and Adviser Level 1 (upper) to a consolidated Adviser Level 1 classification through the introduction of a competency barrier in the previous Agreement has been removed as the transition has been completed and is a spent transitional provision. For clarity, the clauses that outline the operation of the competency barrier have been retained.

Major Amendments: Core Conditions (Sections A – J)

Section A: Scope Of Agreement

A5: Operation of the Agreement

The list of applicable legislation has been updated to include the acronym “(SG Act)” when referencing superannuation legislation.

A9: Ensuring Fairness

Anti-racism statement

An acknowledgement of the harmful impacts of racism, including systemic racism, and a commitment to promoting culturally safe, anti-racist workplaces has been added to clause A9 – Ensuring Fairness.

Updated Statement of Intent to ensure Fairness for Aboriginal and Torres Strait Islander employees

The Ensuring fairness provision has been updated to clearly outline the entitlements available to support Aboriginal and Torres Strait Islander employees, including:

Existing entitlements:

- Community language allowance (Annex A).
- Leave to attend NAIDOC week activities (Annex C).
- Expansive definition of immediate family to reflect kinship structures (Dictionary).

New or amended entitlements:

- Ability to request a flexible work arrangement (E2).
- Leave for Aboriginal or Torres Strait Islander cultural or community obligations or expectations (Annex C).
- Leave to attend Aboriginal and Torres Strait Islander meetings (Annex C).
- Recognition of cultural expertise through higher pay points (C7.3) and recognition of additional cultural responsibilities and impacts.

New wording acknowledges that Aboriginal and Torres Strait Islander employees may experience additional expectations tied to cultural and community responsibilities, as well as cumulative impacts such as psychosocial stress, intergenerational trauma, racism and workplace isolation. It also introduces a commitment for the organisation to identify and mitigate these impacts and support culturally safe workplaces.

Strengthened expectations on Members

The clause has been reframed to emphasise that Members will work collaboratively with employees to support access to entitlements and help balance cultural responsibilities with work duties, within operational requirements.

A14: Employee Right to Disconnect

The Employee Right to Disconnect provision has been expanded to reflect the right to disconnect provisions outlined in the FW Act.

The circumstances where the Member may reasonably require an employee to monitor, read or respond to contact has been updated to include the following:

- Where the employee is being remunerated for overtime.
- Where the employee is eligible for Time off in Lieu (TOIL) and is working beyond their ordinary working hours accruing TOIL.
- Where the Member's contact is to notify the employee, they are required to attend or perform work or give notice about the availability duty.

Additionally, the Member is not prevented from reasonably contacting, or attempting to contact, an employee outside of their working hours in circumstances such as, emergency duty.

Section B: Working in the ACT Legislative Assembly

B3: Hours of work

The Rest Relief after extra Duty provisions has increased the minimum rest period from 8 hours plus travel to 10 hours inclusive of travel time and requires that employees are given a genuine opportunity to have 10 hours of rest inclusive of travel time between ceasing extra duty following normal duty one day and commencing normal daily hours of work the following day.

Section C: Rates of Pay and Allowances

C2: Casual Employment Arrangements

Overtime has been updated to remove the clause stating employees classified as Senior Advisor Level 1 or above must have approval prior to receiving any payment for overtime. This is to ensure that when overtime is required or requested and then worked, employees receive overtime payments regardless of the employee's classification.

C7: Pay Points and Progression

New provisions have been inserted into clause C7 to recognise the cultural expertise of Aboriginal and Torres Strait Islander employees as comparable to qualifications and relevant experience for the purpose of determining higher pay points. For clarity, these avenues for recognition do not create an obligation for the employee to undertake additional cultural obligations or services.

Section D: Pay Related Matters

D2: Classification/Work Value Review

Minor updates have been made to clarify the options for employees, groups of employees and unions to present a case to request a classification and work value review and sets out the factors that must be considered when conducting that review. The review must be completed within a reasonable timeframe, and any decision not to proceed with a review request must be provided in writing.

D5: Underpayments

Underpayments have been amended to clarify that applicable allowances are included in the provisions for employees seeking an offline payment when an underpayment has occurred, ensuring such payments can be requested and processed within the specified timeframe.

Section E: Request for Flexible Working Arrangements

E2: Request for Flexible Working Arrangements

Request for Flexible Working Arrangements has been updated to include circumstances where an employee is Aboriginal or Torres Strait Islander in the list of examples where an employee may request a flexible working arrangement.

The clause has been updated to clarify that it applies in addition to the reasonable adjustment entitlements under the *Disability Discrimination Act 1992* and that requests made under clause E2 should also be assessed as a request for reasonable adjustment.

E6: Part-Time Employment Following Paid or Unpaid Parental Leave

The period in which employees can access part-time employment following parental leave has been extended from 3 years from the birth or adoption of a child to the end of the child's first year of primary school or an equivalent form of schooling.

There is no longer a limit on the total time an employee can have part-time employment approved under this provision.

E11: Employees who are Breastfeeding

Language has been updated from 'nursing employees' to 'employees who are breastfeeding' to align with the FW Act as well as Australian Breastfeeding Association terminology recommendations.

The proposed Agreement now provides for further reasonable time (in addition to the 1-hour per day or shift) to cover travel time where appropriate facilities are not provided by an employee's workplace. It is clarified that the 1-hour provided for breastfeeding is in addition to rest periods and meal breaks.

Subject to consultation and agreement between an employee and their Member, employees may use their 1-hour break in one or more parts (e.g. 1-hour may be taken in two 30-minute blocks) or to return home or attend another location.

Provisions have also been added to clarify that employees who are breastfeeding and are required to travel between work locations will have access to specified lactation facilities.

E13: Management of Workload, Working Hours and Safe Staffing

Management of Workload, Working Hours and Safe Staffing (previously titled 'Management of Working Hours') has been expanded to include provisions covering workload management and safe staffing.

The clause now allows a group of employees or their union to raise concerns regarding workload management, working hours or unsafe staffing. The clause provides examples of situations that may indicate a review is required.

In response, the workplace must undertake a review and determine a strategy to address the issue where practical. As part of the review process the workplace may consult with employees and their union as provided for and/or required under Section G – Consultation and Communication of the Agreement.

The employer must document in writing any actions taken to manage excessive workloads and concerns raised by employees and their union concerning the management of workloads. If there is disagreement, the matter may be dealt with in accordance with the Dispute Resolution process.

Section F: Leave

Primary Care Giver Leave

Primary Care Giver Leave will be discontinued and rolled into clause F14 Paid Parental Leave from the commencement of the new Agreement. Employees who have commenced Primary Care Giver Leave or have future leave approved prior to the commencement of the new Agreement will continue to have access to this leave under clause F18.

Please refer to clause F18 for further information.

Adoption, Permanent or Long-Term Care Leave

Adoption, Permanent or Long-Term Care Leave will be discontinued and rolled into clause F14 Paid Parental Leave from the commencement of the new Agreement. Employees who have commenced Adoption, Permanent or Long-Term Care Leave or have future leave approved prior to the commencement of the new Agreement will continue to have access to this leave under clause EF8.

Please refer to clause F18 for further information.

F4: Personal Leave

The clauses covering 'Annual Accruals', 'Interim Arrangements Until Daily Accrual is Implemented' and 'Transition Period for Daily Accrual Implementation' have been removed, as employees transitioned to daily accrual of personal leave in the previous Agreement. The previous clause 'Daily Accruals' has been updated to 'Entitlement' for clarity on how personal leave applies in practice.

The number of days that an employee can access personal leave without a certificate has been increased from 7 days to 10 days per calendar year.

A new clause has been included to clarify that personal leave can only be anticipated (i.e. entitlement available earlier than the accrual date) if the employee has a positive personal leave balance (more than 0).

A timeframe has been introduced requiring requests for additional paid personal leave (i.e. requests for additional leave where an employee has exhausted their personal leave balance) be responded to within 14 days where possible.

F13: Community Service Leave

Voluntary Emergency Management Leave

The definition of the activities covered by this leave type has been expanded to explicitly include time spent doing the activity, reasonable travel time and reasonable recovery time.

A clause has been added that allows the leave to be refused in limited circumstances, where the employee's role is essential to the emergency response or where granting leave would significantly disrupt critical services.

F14: Paid Parental Leave

Clause F14 was previously titled "Birth Leave."

Paid Parental Leave combines and replaces previous paid parental leave types as outlined in Table 4, with the intention of consolidating the leave types for ease of understanding and access.

Table 4: Replacement leave types under the proposed Agreement

Leave Type Under The Prior Agreement	Leave Type Under the Proposed Agreement
F14 – Birth Leave (paid)	F14 – Paid Parental Leave
F16 – Primary Care Giver Leave	
F18 – Bonding Leave (paid)	
E20 – Adoption, Permanent Or Long-Term Care Leave (paid)	

Eligibility

An employee (other than a casual employee) who has or will have a responsibility for the care of a child is eligible to be absent on parental leave for one of the following:

1. They or their domestic partner gives birth to a child.
2. They or their domestic partner adopt or assume a permanent or long-term caring responsibility of a child.

Entitlement

Leave Amounts

All eligible employees are entitled to a base entitlement of 18 weeks of Paid Parental Leave.

The Agreement retains the current 18 weeks paid leave available to primary care givers (who would have used Primary Care Givers Leave or Adoption, Permanent or Long-Term Care Leave) and increases the entitlement for the non-primary caregiver (secondary caregivers who would have used Bonding Leave) from 6 to 18 weeks paid leave.

Paid Parental Leave provides a further 6 weeks for pregnancy purposes, retaining the entitlement to 24 weeks paid leave available to the birth parent (who would have used birth leave).

Paid Parental Leave provides an adjustment leave entitlement based on the employee's individual circumstances, meaning the 18-week paid entitlement may vary.

Table 5 outlines the circumstances where the duration of Paid Parental Leave may vary (i.e. extended or reduced).

Table 5: Instances where paid parental leave is varied

Parental Leave for	Description of circumstance	Birth Parent Leave Entitlement	Domestic Partner Leave Entitlement
(a) Pregnancy	An employee is pregnant	18 weeks plus 6 additional weeks, totalling 24 weeks	NA
(b) Pregnancy loss	Pregnancy loss between 12 – 19 weeks gestation	1 week	1 week
(c) Stillbirth	Pregnancy ends in stillbirth or pregnancy loss at or greater than 20 weeks of gestation	24 weeks of Parental Leave	18 weeks
(d) Premature birth	Live birth at or less than 37 weeks gestation	Period between actual date of birth to the end of 36 weeks' anticipated gestation plus 24 weeks of Paid Leave	Period between actual date of birth to the end of 36 weeks' anticipated gestation plus 18 weeks of Parental Leave

12-Month Service Barrier

Paid Parental Leave removes the 12-month service requirement for ongoing employees and replaces it with the requirement that the employee is employed at the time of the actual date of birth or the date the employee assumes permanent caring responsibility for the child.

For non-ongoing employees the 12-month service requirement is retained.

Note: A non-ongoing employee who is considered a secondary caregiver will retain their current access to Bonding Leave which has been renamed to 'Bonding Leave for non-ongoing employees' under the new Agreement. Please see clause F18 for further information.

Flexibility

Commencing Leave

Paid Parental Leave removes previous restrictions on taking leave flexibly and replaces them with the requirement that leave must commence within 24 weeks of the child's actual date of birth or the date the employee assumes permanent caring responsibility and be used within 24 months from that date.

Where an employee is pregnant, the mandatory leave period (the period that is 6 weeks before and after birth) has been retained.

Table 6 outlines when the birth parent and non-birth parent can commence Paid Parental Leave.

Table 6: Commencement of Paid Parental Leave

Birthing parent	Non-birthing parent
Parental Leave must commence 6 weeks prior to the estimated delivery, and the employee must not resume duty until 6 weeks after the actual	Parental Leave can commence no earlier than 1 week prior to the child's estimated delivery date or the date the employee is assumed to

date of birth, unless evidence is provided from a registered medical practitioner or midwife that states they are fit for duty, however, must commence on the child's actual date of birth.

commence permanent care for the child, however, must commence no later than 24 weeks from this date.

Using Leave

18 weeks of Paid Parental Leave may be used flexibly, in a non-continuous manner, including for the purpose of replicating a part-time work arrangement.

Any unused leave entitlement will expire at the conclusion of the 24-month period and cannot be accessed thereafter. Where an employee elects to use the leave flexibly it must be exhausted within this timeframe.

Both parents employed by the Territory may access their full leave entitlement to Paid Parental Leave concurrently.

F15: Pregnancy-Related Illness Leave

Pregnancy-Related Illness Leave replaces the previous entitlement to "Special Birth Leave."

The new leave entitlement retains the existing provision for employees who are unfit for work due to a pregnancy-related illness.

The entitlement to unpaid leave in circumstances involving pregnancy loss, which was previously provided under Special Birth Leave, has been transferred to Unpaid Parental Leave. In addition, new paid leave entitlements in cases of pregnancy loss have been incorporated into Paid Parental Leave.

Effect on Other Entitlements

For clarity, Pregnancy-Related Illness Leave does not count as service, however, does not break continuity of service and is not deducted from Unpaid Parental Leave.

Interaction with Other Leave Types

This leave type is in addition to any accrued personal leave and compassionate leave if appropriate.

F16: Unpaid Parental Leave

Unpaid Parental Leave replaces the previous entitlement to unpaid parental leave types as outlined in Table 7 with the intention of consolidating unpaid leave for ease of understanding and access.

Table 7: Replacement leave types under the proposed Agreement

Leave Type Under The Prior Agreement	Leave Type Under the Proposed Agreement
F14 – Birth Leave (unpaid)	F14 – Unpaid Parental Leave
F18 – Bonding Leave (unpaid)	
F17 – Parental Leave	
F20 – Adoption, Permanent or Long-Term Care Leave (unpaid)	
F15 – Special Birth Leave (pregnancy loss leave unpaid)	

Eligibility

Unpaid Parental Leave clarifies that the entitlement is available to an employee and/or their domestic partner who has, or will have responsibility to care for the child.

Stillbirth and Pregnancy Loss

Unpaid Parental Leave has been updated to incorporate entitlements to unpaid leave in circumstances relating to stillbirth and pregnancy loss which were previously located under Birth Leave and Special Birth Leave.

Table 8: Commencement of stillbirth and pregnancy loss leave

Unpaid parental Leave Type	Description	Birth Parent Leave Entitlement	Domestic Partner Leave Entitlement
(c) Stillbirth	Pregnancy ends in stillbirth or pregnancy loss at or above 20 weeks of gestation.	52 weeks of Unpaid Parental Leave	N/A
(d) Pregnancy loss	Pregnancy loss between 12-19 weeks gestation	Unpaid Parental Leave for the duration certified by a registered medical practitioner or registered health professional	N/A

Table 9: Commencement of unpaid parental leave

Birthing parent	Non-birthing parent
Unpaid Parental Leave must commence 6 weeks prior to the estimated delivery, and the employee must not resume duty until 6 weeks after the actual date of birth, unless evidence is provided from a registered medical practitioner or midwife that states they are fit for duty, however, must commence on the child's actual date of birth.	Unpaid Parental Leave must commence within 2 years of the child's delivery date or date the employee assumes permanent caring responsibilities.

F17: Bonding Leave for non-ongoing employees

Bonding Leave for non-ongoing employees amends and replaces the entitlement to "Bonding Leave."

Eligibility

Bonding Leave for non-ongoing employees is intended to retain entitlements for employees who would have been entitled to Bonding Leave under the prior Agreement but are not entitled to Paid Parental Leave under the proposed Agreement.

Non-ongoing employees covered by this clause are employees who have **not** yet completed 12 months' service and who are **not** the primary care giver.

Interaction with Other Leave Types

Where a non-ongoing employee later becomes eligible for Paid Parental Leave under clause F14, this leave entitlement is reduced by any leave taken under the Bonding Leave for non-ongoing employees clause when taken in connection to the same child.

For clarity, this leave type only applies to the secondary caregiver.

A secondary caregiver is:

- An employee who supports another person who has primary care of the child (i.e. the employee's partner gave birth and is taking extended leave).
- Not the primary care giver (Note: a primary care giver meets a child's physical needs more than anyone else).

Example 1: Bonding Leave for a non-ongoing employee (less than 12 months' service)

An employee with two months' service whose domestic partner gives birth on 1 August 2027 is eligible, as the secondary caregiver, for 5 weeks of Bonding Leave for non-ongoing employees, with the option of taking an additional week of personal leave.

F18: Transitional Arrangements for Birth Leave, Primary Care Giver Leave, Parental Leave, Bonding Leave and Adoption, Permanent or Long-Term Care Leave

Transitional arrangements for Birth Leave, Primary Care Giver Leave, Parental Leave, Bonding Leave and Adoption, Permanent or Long-Term Care Leave' outlines arrangements which grandfather or preserve certain leave terms and conditions where leave conditions are undergoing a significant alteration or complete revision.

This clause covers employees transitioning from leave types: Birth Leave, Parental Leave, Bonding Leave, Primary Care Giver Leave, and Adoption, Permanent or Long-Term Care Leave to new consolidated Paid Parental Leave and Unpaid Parental Leave.

Grandfathering Arrangement

Clause F18 applies to employees who commenced or were approved to commence leave under the *Legislative Assembly Members' Staff Enterprise Agreement 2023-2026* (referred to as the prior Agreement).

Leave types specified and covered under clause F18 include:

- F14 – Birth Leave
- F16 – Primary Care Giver Leave
- F17 – Parental Leave
- F18 – Bonding Leave
- F20 – Adoption, Permanent or Long-Term Care Leave

Employees who have commenced or have had leave approved will remain on this leave with no change to their leave terms and conditions.

This grandfathering arrangement ends when an employee:

- Exhausts their leave entitlement under the prior Agreement, or
- Agrees to reapply for leave under the new proposed Agreement.

Exhausting Leave

To exhaust an entitlement means the employee has no leave entitlement remaining under the prior Agreement.

For example, an employee who has commenced Birth Leave and has already used 6 weeks of paid Birth Leave will retain access to the remaining 18 weeks of paid Birth Leave and up to an additional 28 weeks of unpaid Birth Leave under clause F14 Birth Leave of the previous Agreement until their entitlement is exhausted.

Reapplying for Leave under the Proposed Agreement

Paid Parental Leave and Unpaid Parental Leave are revised leave entitlements under the *Legislative Assembly Members' Staff Enterprise Agreement 2026-2029* (referred to as the new or proposed Agreement).

Where an employee has commenced or has approved leave under the prior Agreement they may request to transition to the new or updated parental leave entitlements. With delegate approval, employees will need to cancel any pre-approved or remaining leave and submit a new application.

To clarify, the revised parental leave entitlements under the proposed Agreement are:

- F14 – Paid Parental Leave
- F16 – Unpaid Parental Leave
- F17 – Bonding Leave for non-ongoing employees

An employee must still be eligible for parental leave entitlements to apply for leave. This includes meeting any eligibility, entitlement, evidence and condition requirements.

Where an employee does not meet eligibility requirements, they will remain on leave under the prior Agreement.

Interactions Between the Prior and Proposed Agreement

Clause F18 contains provisions that clarify how similar leave entitlements under the prior and proposed Agreement interact. These provisions are intended to prevent employees from receiving duplicate entitlements across the two Agreements.

Clause F18 states that where an employee has commenced any of the following leave types:

- F14 – Birth Leave
- F16 – Primary Care Giver Leave
- F17 – Parental Leave
- F18 – Bonding Leave
- F20 – Adoption, Permanent or Long-Term Care Leave

Any leave taken in relation to the same birth, adoption, or assumption of permanent or long-term care responsibility for a child will reduce the employee's corresponding leave entitlement under the proposed Agreement, regardless of whether the leave was paid or unpaid.

This leave must also be taken for a comparable purpose, meaning for the purpose of bonding and caring for the employee's newborn or adopted child.

Table 10 outlines what delegates may consider as corresponding leave when applying clause F18.

Table 10: Replacement parental leave types

Expiring and Revised Leave Type Under The Prior Agreement	Replacement Leave Type Under the Proposed Agreement
F14 – Birth Leave (paid)	F14 – Paid Parental Leave (See pregnancy leave under F14.7.2)
F14 – Birth Leave (unpaid)	F16 – Unpaid Parental Leave (See Unpaid Parental Leave under F16.3)
F16 – Primary Care Giver Leave	F14 – Paid parental leave (see Paid Parental Leave under F14.7.1)
F17 – Parental Leave	F16 – Unpaid Parental Leave
F18 – Bonding Leave (paid)	F17 – Bonding Leave for non-ongoing employees, or F14 – Paid Parental Leave (see Paid Parental Leave under F14.7.1)
F18 – Bonding Leave (unpaid)	F16 – Unpaid Parental Leave
F20 – Adoption, Permanent or long-Term Care Leave	F14 – Paid Parental Leave (see Paid Parental leave under F14.7.1)
F20 – Adoption, Permanent or Long-Term Care Leave (unpaid pre-adoption leave for casual employees)	F16 – Unpaid Parental Leave

Example Scenario: Transition to New Parental Leave Types

Mary was granted Birth Leave under the *Legislative Assembly Members' Staff Enterprise Agreement 2023-2026* (the prior Agreement). Mary has taken 30 weeks paid Birth Leave at half pay (i.e. 15 weeks of her paid Birth Leave entitlement have been used) and has 9 weeks of paid Birth Leave remaining under the prior Agreement.

Mary identifies that the new Paid Parental Leave entitlement provides her with improved flexibility and wishes to cancel her remaining Birth Leave and apply for her remaining 9 weeks under the *Legislative Assembly Members' Staff Enterprise Agreement 2026-2029* (the proposed Agreement). Mary reaches out to her delegate to discuss this request.

Her delegate considers the eligibility, entitlement, evidence and condition requirements under F14 Paid Parental Leave and notes that the child is less than 24 months old and Mary previously met the eligibility requirements for Birth Leave. Therefore, the delegate agrees to approve her request for Paid Parental Leave.

Mary cancels her remaining Birth Leave and submits a request for Paid Parental Leave.

The delegate approves this request, noting that Mary will have an entitlement to 9 weeks Paid Parental Leave under clause F14 as her leave entitlement is reduced by the 15 weeks already taken as paid Birth Leave.

Example Scenario: Becoming eligible for additional parental leave

James is an ongoing employee who commenced and completed 6 weeks Bonding Leave under clause F18 Bonding Leave of the prior Agreement.

James identifies he is entitled to 18 weeks Paid Parental Leave under the proposed Agreement.

James reaches out to his delegate and informs them that he intends to apply for Paid Parental Leave.

The delegate agrees to approve James' request, noting that James is eligible for Paid Parental Leave under the proposed Agreement. The delegate also notes that James commenced leave under the prior Agreement to bond with his newborn child and so this leave will reduce his entitlement under Paid Parental Leave as the request is in connection to the same child.

James submits a request for Paid Parental Leave.

The delegate approves 12 weeks Paid Parental Leave under the new clause F14 as James' leave entitlement is reduced by the 6 weeks already used as paid Bonding Leave.

F20: Foster and Short-term Care Leave

Foster and Short-Term Care Leave has been updated to allow employees who have not completed 12 months of service to access unpaid leave.

Appropriate forms of evidence have been expanded to include statutory declarations and other forms of evidence as approved by the Member.

F21: Concurrency Care Entitlement to Leave

Formerly 'Concurrency Care Entitlement to Adoption of Permanent Care Leave' will be referred to as 'Concurrency Care Entitlement to Leave'.

F22: Family, Domestic or Sexual Violence Leave

Family, Domestic or Sexual Violence Leave has been amended so that leave can be accessed by employees who have experienced family, domestic, or sexual violence, not just those currently experiencing it. The 20-day cap on leave available has been removed.

Sensitivity and privacy provisions have been updated to ensure that this leave is not attributed to any specific leave type on an employee's record or payslip unless required by legislation or expressly requested by the employee.

The entitlement has been amended so that employees may access Family, Domestic or Sexual Violence Leave immediately and seek approval from the Member at a later date, recognising the emergency nature of the circumstances in which this leave is taken.

The proposed Agreement has been amended so that documentary evidence may be sighted only, with no copies retained on record.

The rate of payment now includes all additional allowances, shift penalties or other payments that the employee would ordinarily have received.

The scope of reasonable adjustments available to ensure an employee's safety has been expanded to include measures such as removing public access to an employee's contact details and online profiles to enhance safety and privacy.

F23: Other Leave

Other Leave has been updated to reflect the change of terminology and broadened intent to several leave types. These updates are explained in Annex C.

F25: Disability Leave

A definition of 'disability' for the purposes of applying for Disability Leave has been added to the clause. For clarity, this definition applies only to the leave provision and not to other provisions within the Agreement.

Disability Leave may now be used for activities connected to accessing support groups within the disability community.

The proposed Agreement clarifies that documentary evidence must be sighted and returned to the employee.

F26: Surrogacy Leave

Evidence to delay commencement of leave or return to work early for this leave type can now be provided by a registered midwife in addition to a medical practitioner.

This leave type has been updated to include an entitlement to unpaid Surrogacy Leave where a surrogate pregnancy ends more than 20 weeks before the estimated date of delivery. The leave is available for a period certified by a registered medical practitioner or registered health professional operating within their scope of practice. This entitlement was previously provided under Special Birth Leave and has now been incorporated into Surrogacy Leave.

F28: Reproductive Leave

Reproductive Leave (previously titled 'Assisted Reproductive Leave') has been expanded to cover leave for reproductive health-related reasons, including reproductive health treatments and conditions and is designed to support employees throughout their entire lifespan. The entitlement has been increased from 5 to 10 days of paid leave per calendar year.

The proposed Agreement updates the evidence requirements to allow employees to provide a statutory declaration.

Section G: Communication and Consultation

G4: Co-operation and Facilities for Unions and Other Employee Representatives

This clause has been updated to align delegate rights to comply with the FW Act.

G5: Attendance or Participation in Training or Union Activity

Attendance or Participation in Training or Union Activity (previously titled Attendance at Industrial Relations Courses and Seminars) has been updated to clarify that an employee, who is also a union member, can access 'industrial leave.' Industrial Leave has been expanded to include training

courses on other industrial relations matters or leave to participate in other activities that have been organised by the union and relate to workplace representation.

G6: Dispute Avoidance and Settlement Procedures

The provision that allowed disputes under the *Legislative Assembly Members' Staff Enterprise Agreement 2021 - 2022* has been updated to refer to the *Legislative Assembly Members' Staff Enterprise Agreement 2023 – 2026*. There are no disputes continuing under the 2021 - 2022 EA.

G7: Artificial Intelligence

The Artificial Intelligence (AI) clause is a new provision in the Agreement. The provision recognises that AI will increasingly affect how work is performed and establishes principles to support its effective and responsible use.

It establishes, where AI may significantly change roles, there is a requirement for consultation, including the right to union representation.

This provision aims to support the preservation of human oversight by ensuring AI is not used as the sole basis for employment-related decisions.

Annex A: Classifications and Rates of Pay

Rates of pay have been updated in accordance with the pay offer. The date of effect for each increase is noted at the top of each page.

The classification Adviser Level 1 (lower) and Adviser level 1 (upper) has been updated to a consolidated single Adviser Level 1 classification as Transitional Arrangements to support the inclusion of a competency barrier have been completed and the outcome of the Work Level Standards review was to retain the competency barrier.

Annex B: Expense, Disability and Skill Related Allowances

Advanced First Aid

Language in the Advance First Aid Allowance was updated from 'fire warden' to 'emergency warden' as duties required under this allowance exceed fire-related activities.

The exclusions have been revised to simplify and clarify ineligible employees and include references to overlapping allowances such as the Chief Emergency Warden Allowance.

Chief Emergency Warden Allowance

The Chief Emergency Allowance has been introduced to recognise employees who undergo additional training and have more responsibilities than a Warden.

Employees who are designated Chief Warden and have undergone additional training as prescribed in section 6.3 of the AS 3745-2010 are eligible for this allowance.

Corporate Citizens Allowance

The Corporate Citizens Allowance was updated to clarify the allowance is paid at the full daily amount for part-time and casual employees and is not pro-rated based on the hours worked in a day.

Language in the Corporate Citizens Allowances was updated from 'Fire Warden' to 'Emergency Warden' as duties required under this allowance exceed fire-related activities.

An elected and trained Health and Safety Representative (HSR) is now eligible for payment of the allowance from the date of election.

The exclusions have been revised to simplify and clarify ineligible employees and include references to overlapping allowances such as the Chief Emergency Warden Allowance.

Motor Vehicle Allowance

The Motor Vehicle Allowance was updated from a three-rate structure to a singular rate. The rate was updated to reflect changes made by the Australian Taxation Office (ATO). If the rate set by the ATO exceeds the rates outlined in this Agreement, the Territory will increase the allowance in line with the ATO rates.

Annex C – Other Leave

1. Attend Aboriginal or Torres Strait Islander Cultural or Community Obligations or Expectations

The purpose of this leave type has been broadened to include participation in cultural and community obligations, expectations and ceremonies. Employees may also work from Country during or after the leave period to support participation in these activities.

Eligibility to access this leave type has been expanded to include employees who have an immediate family member of Aboriginal or Torres Strait Islander descent.

Language has been amended to align with the change of name from Bereavement Leave to Compassionate Leave.

3. Attend Aboriginal and Torres Strait Islander meetings

This leave type has been expanded to cover time needed to prepare for meetings.

4. Religious or Cultural Purposes

The former Religious Purposes Leave entitlement has been renamed Religious or Cultural Purposes Leave and expanded to support employees attending or participating in significant religious or cultural observances associated with their identity. The entitlement has also been amended from 10 days of unpaid leave every two years to one day of paid leave and a further five days of unpaid leave in any 12-month period.

7. Veterans for medical purposes

This leave type previously titled 'Returned Soldiers for Medical Purposes' has been updated to 'Veterans for Medical Purposes' to reflect terminology in the *Australian Veterans' Recognition (Putting Veterans and Their Families First) Act 2019* (the Act). This change makes it clear that the

leave applies to a broader group, explicitly including all individuals who have served, or are currently serving, in the Permanent Forces or the Reserves, consistent with the Act's definition of a veteran.

13. Donate blood products

Language has been amended from 'blood' to 'blood or blood products' to ensure that plasma and platelet donations are covered by this leave type. An employee must now give at least 2 days' notice prior to taking this leave unless the delegate is satisfied the absence will not impact operations.

17. Australia Defence Force Personal Leave

The purpose of Australian Defence Force Personal Leave previously titled 'Operational Service Personal Leave' has been updated to cover injury or disease arising from service and no longer requires the injury or disease to be 'war-caused'.

This leave type is available for any employee who has served or is currently serving with the Australian Defence Force (ADF).

References to relevant legislation have been updated.

Minor Amendments: Common Terms and Conditions

Language has been updated to be gender neutral.

Language referring to 'extenuating' circumstances to 'exceptional' circumstances has been updated across the Agreement where appropriate.

Dictionary

Assisted Reproductive Leave

Assisted Reproductive Leave has been removed from the Dictionary as Reproductive Leave has replaced this leave type.

Carer

The definition of 'carer' has been updated to clarify the inclusion of kinship care.

Casual Employee

The definition of a casual employee has been updated to refer to the *Fair Work Act 2009* (FW Act), ensuring it stays consistent with the FW Act throughout the life of the Agreement.

Eligible employment

Legislation referenced under eligible employment has been updated to reflect the Acts that are currently in effect over the life of the Agreement.

Fixed term employee

The definition of a fixed term employee has been removed as this terminology has been updated to 'Non-ongoing employment'.

Maternity leave or birth leave

A definition for maternity leave or birth leave has been added to the dictionary to retain a definition of 'birth leave'. This update is proposed alongside proposed changes to parental leave types.

Member of a Household

The definition of 'household member' in the Dictionary has been updated to 'member of a household' for consistency of language across the Agreement.

Midwife

The title for Midwife has been updated to from 'Registered Midwife' to 'Midwife'.

Non-ongoing employee

A new definition for non-ongoing employees has been added to reflect the nature of non-ongoing employment under the LAMS Act.

Ongoing employee

A new definition for Ongoing employees has been added to the Agreement to define the nature of ongoing employment under the LAMS Act.

Veteran

The definition of Veteran has been added and includes people who have served or are currently serving as a member of the Permanent Forces or as a member of the Reserves.