



## **EMPLOYING AN ONGOING EMPLOYEE under the *Commonwealth Members of Parliament Staff Enterprise Agreement 2016–2019***

Employment agreements are to be completed prior to, or on the date of, commencement. Where this is not possible, documentation is to be completed at the earliest opportunity.

### **NOTICE TO ALL PROSPECTIVE EMPLOYEES**

If you were employed by a State or Territory parliamentarian, on a basis equivalent to ongoing or non-ongoing MOP(S) Act employment immediately prior to the employment under this Agreement you may be eligible to have that service recognised for the purpose of calculating any severance benefits that may be payable on the termination of your MOP(S) Act employment. **You are required to notify the Department of this service within one month of the commencement of your MOP(S) Act employment.** You can provide this notification by completing the relevant section on page 7 of this Employment Agreement. Please note that you will need to follow up this notification by completing the relevant sections of the Prior Service Kit which can be found on the Ministerial and Parliamentary Services website.

### **NOTICE TO PROSPECTIVE STAFF OF A MINISTER OR PARLIAMENTARY SECRETARY**

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

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

Obtaining a Negative Vetting 2 security clearance requires the disclosure of a comprehensive 10 year personal history including residential addresses, financial history and any overseas travel undertaken with corroborating documentary proof. The process will also require that you provide referees who can be contacted and that you undergo an interview which may include questioning in some detail on a range of personal matters such as your finances, relationships and lifestyle. Obtaining your clearance will inevitably be a time consuming process as there are many forms to be completed and documents to be located. Should you require assistance with the application please contact the Staff Help Desk.



## EMPLOYING AN ONGOING EMPLOYEE under the *Commonwealth Members of Parliament Staff Enterprise Agreement 2016–2019*

For employment under Parts III or IV of the *Members of Parliament (Staff) Act 1984* ('the MOP(S) Act')

### WHEN TO USE THIS DOCUMENT

This document should be used when engaging a person against an established position on an ongoing basis under the MOP(S) Act. The employment may be full-time or part-time. If there are any changes to the ongoing employment, such as a change to the number of days worked part-time, use a *Variation to an Existing Employment Agreement* form.

### TERMS AND CONDITIONS

#### General

1. The employment relationship is between the Commonwealth and the Employee. References in this agreement to 'Employer' means the Senator or Member, who is employing on behalf of the Commonwealth, specified under the heading 'Details' on page 5.
2. The Employee is employed under Part III of the MOP(S) Act when the Employee is:
  - (a) a Personal Employee; or
  - (b) an Electorate Employee of a:
    - Minister;
    - Parliamentary Secretary;
    - Leader or Deputy Leader of the Opposition in the Senate or House of Representatives; or
    - Leader or Deputy Leader of a recognised political party.
3. The employment is under Part IV of the MOP(S) Act where the Employee is an Electorate Employee of a Senator or Member other than a Senator or Member described in paragraph (2)(b) above.
4. The Employee's terms and conditions of employment are as set out in this Employment Agreement and the *Commonwealth Members of Parliament Staff Enterprise Agreement 2016–2019* ('Enterprise Agreement') (or any enterprise agreement that supersedes it) and are also subject to any determinations made by the Prime Minister or the Special Minister of State under the MOP(S) Act ('relevant determinations'). The Enterprise Agreement and any relevant determinations are not enforceable as terms of the employment contract. They have their own force under Commonwealth legislation.
5. Terms which are defined in the Enterprise Agreement or Guidelines have the same meaning in this Employment Agreement.
6. This Employment Agreement must not be amended in circumstances inconsistent with the Enterprise Agreement or any relevant determinations. If any aspect of the Employment Agreement is inconsistent with the Enterprise Agreement or any relevant determinations, then the Enterprise Agreement or the relevant determinations will prevail.
7. Subject to paragraph 6, this Employment Agreement may be varied by both parties completing and signing a *Variation to an Existing Employment Agreement* form.
8. If the Employee's employment changes so that it is no longer ongoing employment pursuant to Part III or Part IV of the MOP(S) Act (whichever applies), then a new Employment Agreement must be entered into and submitted to M&PS. In the event that the Employee and the Employer enter into a new Employment Agreement in those circumstances, this Employment Agreement will be deemed to be terminated by agreement of the parties upon commencement of the new Employment Agreement.
  - 8A. If:
    - (a) the effect of this Employment Agreement is that the Employee is employed under Part III of the MOP(S) Act; and
    - (b) immediately prior to this Employment Agreement coming into effect, the Employee was employed under Part IV of the MOP(S) Act by the Employer,then the Employer and the Employee agree that the Employee's employment under Part IV of the MOP(S) Act terminates on this Employment Agreement coming into effect.
  - 8B. If:
    - (a) the effect of this Employment Agreement is that the Employee is employed under Part IV of the MOP(S) Act; and
    - (b) immediately prior to this Employment Agreement coming into effect, the Employee was employed under Part III of the MOP(S) Act by the Employer,then the Employer and the Employee agree that the Employee's employment under Part III of the MOP(S) Act terminates on this Employment Agreement coming into effect.
9. The Employee will provide to M&PS evidence of the Employee's identity and birth date (such as a certified copy of the Employee's birth certificate, marriage certificate, passport, current driver's licence).
10. If the Employer is the Prime Minister, a Minister or a Parliamentary Secretary:
  - (a) it is a condition of employment that the Employee obtains and maintains a Negative Vetting 2 security clearance;
  - (b) the Employee must provide the Employer, and keep up-to-date, a Statement of Private Interests;
  - (c) the Statement of Standards for Ministerial Staff applies. Under item 21, all employees covered by the Statement are required to familiarise themselves with the Statement upon commencement of their employment. A copy of the Statement can be found at [www.smos.gov.au/resources/statement-of-standards.html](http://www.smos.gov.au/resources/statement-of-standards.html); and
  - (d) the Lobbying Code of Conduct applies. A copy of the Code can be found at [http://lobbyists.pmc.gov.au/conduct\\_code.cfm](http://lobbyists.pmc.gov.au/conduct_code.cfm)
11. An Employee must undertake a National Police History Check if required by the Employer. If the Employee is required to undertake a National Police History Check, then it is a condition of employment that the Employee provides and discloses all relevant information pursuant to the requirements of the National Police History Check application documentation. The results of this check may be used by your employer, in addition to other factors, to determine your continued suitability for employment.

## Salary

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

**Any queries should be directed to the Staff Help Desk on 6215 3333 or [mpshelp@finance.gov.au](mailto:mpshelp@finance.gov.au) prior to completing the salary in this Employment Agreement.**

## Superannuation

13. The Employee's superannuation arrangements will be in accordance with the Employee's elected preferences subject to the requirements of relevant legislation and individual superannuation schemes. Superannuation options are listed in the form titled *Superannuation Options*. The Employee may wish to seek independent financial advice (at his or her own expense) before completing the *Superannuation Options* form.
- 13A. This clause 13A applies only to persons who are 'relevant persons' for the purposes of subsection 15(1) or subsection 22(1) of the MOP(S) Act.
- (i) The *Superannuation Act 1976* (CSS Act) and the *Superannuation Act 1990* (PSS Act) apply to a person employed under Part III or Part IV of the MOP(S) Act as if that person were a temporary Employee for the purposes of the CSS Act or PSS Act, as relevant (if the person is eligible for membership of either scheme).
- (ii) A person who is not eligible for membership of those schemes, or who chooses not to rejoin the relevant scheme, will be provided with superannuation benefits in accordance with choice of fund arrangements under the *Superannuation Guarantee (Administration) Act 1992*.
- 13B. Please note that, consistent with the Employee's status as a temporary Employee for the purposes of the CSS Act and the PSS Act, termination of the Employee's employment pursuant to subsection 16(1), subsection 16(2), or subsection 23(1), of the MOP(S) Act is not considered to be, and is not deemed to be, involuntary retirement for the purposes of the CSS Act or of the PSS Act.

## Individual flexibility arrangement – superannuation allowance

14. Eligible ongoing employees may choose to make an individual flexibility arrangement (IFA) under clause 13 of the Enterprise Agreement to be paid an allowance in exchange for a lower employer superannuation contribution.
- The IFA is available to ongoing employees whose employer superannuation is paid under the *Superannuation Guarantee (Administration) Act 1992*. This does not include employees who are members of the CSS, PSS or PSSap as the employer contributions to these schemes cannot be reduced by an IFA.
- Under an IFA, the employer superannuation contribution will be reduced to 9.5 per cent of ordinary time earnings instead of the 15.4 per cent contribution under the Enterprise Agreement. The employee will be paid an allowance of 5.3881 per cent of their ordinary time earnings each pay. The allowance is taxable and will also attract an employer superannuation contribution. The employee's overall remuneration, including employer superannuation, will be unchanged.
- If you have any queries or wish to make an IFA, please contact the Staff Help Desk.

## Pay Arrangements and access to Online HR

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

## Debt Recovery

16. In Accordance with clause 29 of the Enterprise Agreement, the Employee agrees that a debt owed to the Commonwealth in relation to the employment, because the Employee has received an overpayment of salary, allowances or other remuneration (including a severance benefit), or incurred an expense outside of entitlement, will be recovered by way of set-off from the Employee's pay or salary while the Employee continues in employment under the MOP(S) Act, future payments of Travelling Allowance or Motor Vehicle Allowance in relation to debts incurred in the course of travel, or from the Employee's pay or salary, leave entitlements or other monies (except superannuation funds) payable if the Employee is leaving or has left employment under the MOP(S) Act.

### Termination

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

<b>Employee's period of continuous service with the Commonwealth (including service under the MOP(S) Act with another Employer)</b>	<b>Period of notice</b>
Not more than one year	1 weeks
More than one year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (d) Where the Employee is over 45 years of age and has completed two (2) years' continuous service at the time of termination, the Employee will be entitled to an additional week's notice of termination or payment in lieu thereof.
- (e) Where the Employee is guilty of serious misconduct, his or her employment may be terminated by written notice, and paragraphs (c) and (d) do not apply.
- (f) If the Employee is an Australian Public Service Employee who has been granted leave without pay under the *Prime Minister's Public Service Direction 1999* to undertake employment under the MOP(S) Act, his or her employment may be terminated by written notice, and paragraphs (c) and (d) do not apply.

### Signature of Employer or an Authorised Person

18. By signing this Employment Agreement the signatory is indicating that he or she has:
- (a) In regard to staff being employed under Part III of the MOP(S) Act, the capacity to employ the Employee pursuant to section 13 of the MOP(S) Act;
  - (b) In regard to staff being employed under Part IV of the MOP(S) Act, the capacity to employ the Employee pursuant to section 20 of the MOP(S) Act;
  - (c) As an Authorised Person pursuant to section 32 of the MOP(S) Act, been authorised in writing by a Senator or Member to employ staff on behalf of the Commonwealth under Part III or IV of the MOP(S) Act, and that the Senator or Member has capacity to employ the Employee on behalf of the Commonwealth under section 13 or 20 of the MOP(S) Act.

### Forms

19. The following documents and forms are to be provided and, where indicated, completed and signed by the Employee and, where applicable, by the Employer:
- (a) Proof of identity and birth date (such as a certified copy of Employee's birth certificate, marriage certificate, passport, current driver's licence, certificate of naturalisation)
  - (b) *Employee's Personal Particulars* – to be completed and signed by the Employee and Employer (or Authorised Person)
  - (c) *Superannuation Options* – to be completed and signed by the Employee
  - (d) *Tax File Number Declaration* – to be completed and signed by the Employee.
  - (e) *National Police History Check* – Form 78 – to be completed and signed by the Employee.



## EMPLOYING AN ONGOING EMPLOYEE under the *Commonwealth Members of Parliament Staff Enterprise Agreement 2016–2019*

For employment under Parts III or IV of the *Members of Parliament (Staff) Act 1984* ('the MOP(S) Act')

<b>Returning your completed form</b> Scan and email to: <a href="mailto:MOPSPay&amp;Conditions@finance.gov.au">MOPSPay&amp;Conditions@finance.gov.au</a>	<b>Enquiries:</b> Ministerial and Parliamentary Services Email: <a href="mailto:mpshelp@finance.gov.au">mpshelp@finance.gov.au</a> Phone: (02) 6215 3333
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### DETAILS

Name of Employee

Name of Employer (Senator/Member)  State/Territory

### TERMS AND CONDITIONS – Employer to complete, sign and forward to M&PS upon commencement of employment

Employment agreements are to be completed prior to, or on the date of, commencement. Where this is not possible, documentation is to be completed at the earliest opportunity.

The Employee is to be employed as a  (e.g. EOA, Assistant Adviser, Senior Adviser 1)

on a: full-time ongoing basis   
part-time ongoing basis

commencing on  ('Commencement Date') and continuing until terminated.

The Employee is to be paid a salary of \$  per annum (full-time equivalent). (Refer to paragraph 12 on page 3)

The Employer: requires the Employee to undertake a National Police History Check (the Employee must complete the National Police History Check application – Refer to paragraph 11 on page 2)   
does not require the Employee to undertake a National Police History Check

### PROBATION

Probation only applies to an ongoing employee on appointment. An ongoing employee is 'appointed' if they were not an ongoing MOP(S) Act employee on the business day immediately preceding the Commencement Date.

The Employee's employment is subject to completion of a satisfactory probation period specified below calculated on and from the Commencement Date, unless the Employer waives probation. Probation should be waived for an existing Commonwealth employee (including an existing MOP(S) Act employee), who has completed a probationary period, unless their duties are substantially different to their previous duties.

If a probation period applies, the Employer may extend the period by up to two months, by providing a notice in writing to the Employee prior to the expiry of the initial period.

The probation period will be: N/A  3 months  Waived  Other period  Specify period   
(If no box is ticked, default is 3 months) (employee is not being appointed) (less than 3 months)

**WORK PATTERN/HOURS – To be completed for all Employees**

Working pattern/hours in **pay-day** weeks. Full time is 38 hours per week (7 hours, 36 minutes per day).

	Start time	Finish time	Meal break starts	Meal break ends	Total hours	Using Electorate Support Budget?
Monday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Tuesday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Wednesday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Thursday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Friday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Saturday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Sunday						No <input type="checkbox"/> Yes <input type="checkbox"/>

Working pattern/hours in **non-pay-day** weeks. Full time is 38 hours per week (7 hours, 36 minutes per day).

	Start time	Finish time	Meal break starts	Meal break ends	Total hours	Using Electorate Support Budget?
Monday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Tuesday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Wednesday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Thursday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Friday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Saturday						No <input type="checkbox"/> Yes <input type="checkbox"/>
Sunday						No <input type="checkbox"/> Yes <input type="checkbox"/>

**SIGNATURES**

**Employer**

I certify that the employee is not:

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

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

**Signature of Employer or  
Authorised Person**

Date

Name (if authorised person)

**Employee**

I acknowledge I have received the Fair Work Information Statement.

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

- No (a *Superannuation Options* form must be completed)
- Yes, and I elect to have my superannuation contributions paid into the same fund as applied to my most recent MOP(S) Act employment (subject to the rules of the relevant superannuation fund).
- Yes, but I wish to change my previous superannuation arrangements (a *Superannuation Options* form must be completed)

- I accept the offer of employment on the terms and conditions described in this Employment Agreement and have read and understand the details contained in the Employment Agreement.
- I understand that if I am being appointed, a probation period of 3 months will apply unless the Employer specifies another period or waives it in writing in this Employment Agreement, and that this initial period may be extended by up to 2 months by the Employer.
- I have familiarised myself with the Statement of Standards for Ministerial Staff (applies only to personal and electorate staff of Ministers and Parliamentary Secretaries).

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

No  Yes  ▶ Name of employer

▶ State/Territory

▶ Period of employment From  to

- I understand that State or Territory MOP(S) Act equivalent service may only be recognised for severance purposes where it is notified to Ministerial and Parliamentary Services within one month of the commencement of my MOP(S) Act employment.

By signing this form, I acknowledge that:

- I understand that knowingly giving false or misleading information is a serious offence under the *Criminal Code Act 1995*.
- I have read and understood the Privacy Collection Notice (see below).

**Signature of Employee**

Date

**Please ensure that the forms referred to in paragraph 19 are completed and returned with the Employment Agreement.  
Copy to be retained by the Employee**

**Note:** Useful information in relation to MOP(S) Act employment, including pay arrangements and access to payslips via Online HR, is available on the Ministerial and Parliamentary Services website.

**Privacy Collection Notice** — Consistent with the Privacy Act 1988, the Department of Finance (Finance) uses and discloses personal information provided in this form to facilitate the administration of the parliamentary business resources framework and for employment purposes. Personal information may be disclosed to the employing Parliamentarian, the Independent Parliamentary Expenses Authority (IPEA), the Department of Parliamentary Services, or as otherwise authorised by law. Details of the related expenditure may be tabled in Parliament, published on Finance's website, or provided to the Special Minister of State, IPEA, or publicly, as authorised by law. More information is available at [www.maps.finance.gov.au/privacy.html](http://www.maps.finance.gov.au/privacy.html)