



Ongoing, Non-ongoing and Casual Employment

Background

1. The enterprise agreement provides for three types of employment:
 - a. ongoing (at clause 9);
 - b. non-ongoing (at clause 10); and
 - c. and casual (at clause 11).
2. The conditions of employment that apply to ongoing, non-ongoing and casual employees are summarised in the table at the end of this guideline.

Ongoing employment

3. Ongoing employment does not have a specified date of cessation. Ongoing employment continues until:
 - a. the employee resigns;
 - b. the employment is terminated by the employing Member; or
 - c. the employment is terminated by operation of the MOP(S) Act.
4. An ongoing employee must be employed wholly or partly against an established position. An ongoing employee cannot be wholly paid against the employing Member's Electorate Support Budget (ESB).
5. While an ongoing employee may not be employed solely against a temporary position, this does not prevent the temporary progression or temporary transfer of an ongoing employee to a temporary position.

Non-ongoing employment

6. Non-ongoing employment is for a fixed period to a maximum of 12 months. The fixed period may end on a specified date, at the completion of a task or on occurrence of a particular event.

For example, non-ongoing employment may be used to fill a vacancy while an ongoing employee is on maternity leave or long service leave or pending the completion of a recruitment process to fill an established position on an ongoing basis.

7. The end date for a period of non-ongoing employment may be extended by submitting a Variation to an Existing Employment Agreement, provided that the total period, including the extension, does not exceed 12 months.
8. A non-ongoing employee can be engaged against an established position or the employing Member's ESB, or a combination of both.

Casual employment

9. Casual employment is generally used where the employment is occasional or irregular and there is no expectation or guarantee of continuing employment.

For example, casual employment may be used to fill a vacancy while an employee is on short term personal leave or to assist in the office during peak periods as required.

10. A casual employee can be engaged against an established position or the employing Member's ESB, or a combination of both.

Commencement of a new employee

11. On commencement of a new employee, the employing Member is required to identify the type of employment.
12. Employment agreements, and/or variations to employment agreements, are to be completed, signed by both the Member and the employee and submitted to the Department prior to, or on the date of commencement. Where this is not possible, employment documents must be completed, signed and submitted at the earliest opportunity to ensure new employees are paid at the next pay cycle. Please submit your employment agreements to MOPS Pay and Conditions at MOPSPay&Conditions@finance.gov.au.

Changing between employment types

13. If an employee ceases one type of employment and commences another type of employment, a new employment agreement is required.
14. The conditions of employment that relate to the employee's new type of employment will apply from the commencement date specified in the employment agreement.

Non-ongoing to ongoing employment

15. Only an ongoing employee is eligible for severance benefits, additional severance benefits and the career transition payment (in accordance with clauses 62, 63 and 64 of the Enterprise Agreement respectively).
 - » Enterprise Agreement clauses 62-64
16. If a non-ongoing employee is appointed as an ongoing employee without a break in employment, the employee may be eligible for severance benefits, additional severance benefits and the career transition payment if the employment is terminated at a future date. Previous continuous service as a non-ongoing employee will count as service for the calculation of severance benefits.

Ongoing to non-ongoing employment

17. If an employee ceases to be employed as an ongoing employee and is engaged as a non-ongoing employee, eligibility for severance benefits, additional severance benefits and the career transition payment will cease.

Casual to ongoing employment

18. If a casual employee is appointed as an ongoing employee without a break in employment, the employee may be eligible for severance benefits, additional severance benefits and the career transition payment if the employment is terminated at a future date. The employee's previous continuous service as a casual employee or any earlier periods of MOP(S) Act employment will not count as service for the calculation of severance benefits.

Ongoing and non-ongoing to casual employment

19. An ongoing or non-ongoing employee moving to casual employment breaks continuity of service for all purposes if the employee returns to ongoing or non-ongoing employment at a later date.
20. A casual employee is not eligible for severance benefits, additional severance benefits or the career transition payment in respect of the casual employment or any earlier periods of MOP(S) Act employment.
21. If an employee moves from ongoing or non-ongoing employment to casual employment, any accrued annual leave will be paid in lieu to the employee at the salary rate received on the last day of employment as an ongoing or non-ongoing employee.
22. The employee will no longer have access to any personal leave accrued; however, if the employee returns to ongoing or non-ongoing employment the prior service may be recognised, subject to eligibility.
23. Casual employment does not count as service for any purpose except for long service leave.

Temporary transfers for ongoing employees to another office

24. Where an ongoing employee is employed by a Member (the 'first Member') and, without ceasing employment with the first Member and without a break in MOP(S) Act employment, accepts a temporary transfer to the office of another Member (the 'second Member'), with the written agreement of both Members then:
 - a. the employee and the second Member must complete a non-ongoing employment agreement (noting that the maximum length of engagement is 12 months) and the written agreement of the first Member must be attached;
 - b. employment conditions for ongoing employees continue to apply and the employee's status as an ongoing employee will not be affected; and
 - c. the employee returns to the office of the first Member upon completion of the temporary transfer unless:
 - i. the employment is terminated by either the first Member or employee; or
 - ii. a further period of temporary transfer occurs, in accordance with the above provisions.
25. On termination of the employment in the office of the second Member, the employee is not paid severance benefits, additional severance benefits or the career transition payment as the employee will return to the office of the first Member.

Existing Australian Government employees engaged as MOP(S) Act employees

26. Where an existing Australian Government employee subject to clause 52.1 of the Enterprise Agreement is granted leave without pay in order to take up employment under the MOP(S) Act:
- a. the employee and the employing Member must complete an employment agreement;
 - b. the employee's existing annual and personal leave credits will transfer to their MOP(S) Act employment and the employee will accrue leave in accordance with the Enterprise Agreement; and
 - c. if the employee's employment is terminated by operation of the MOP(S) Act, the employee will return to their previous employer. The employee is not eligible for severance benefits, additional severance benefits or the career transition payment. The employee's accrued leave credits will be transferred to the previous employer and will not be paid in lieu.
- » Enterprise Agreement clause 52

Type of employment			
Conditions of Employment	Ongoing	Non-ongoing	Casual
20% loading	No	No	Yes
Paid leave accrual/access	Yes	Yes	No
Long service leave	Yes	Yes	Yes
Payment for public holidays not worked	Yes	Yes	Yes – if engaged on that day
Salary increments	Yes –as per clauses 17.8 and 17.9 of the Enterprise Agreement	Yes –as per clauses 17.8 and 17.9 of the Enterprise Agreement	No
Salary packaging	Yes	Yes – superannuation only, where employment agreement is for 3 months or longer.	No
Higher duties allowance	Yes	No	No
Corporate responsibility allowance	Yes	Yes	No
Relocation expenses	Yes	No	No
Full-time ordinary weekly hours of work	38 hrs	38 hrs	No ordinary hours of work
Electorate staff allowance (ESA) for electorate employees	Yes, paid fortnightly ESA may be allocated to an employee against a position, the electorate support budget, or a combination of the two. Employees may opt for time off in lieu instead of ESA	Yes, paid fortnightly, ESA may be allocated to an employee against a position, the electorate support budget, or a combination of the two. If employed wholly against the Electorate Support Budget, may work additional hours paid against the Electorate Support Budget. Employees may opt for time off in lieu instead of ESA	No – Under clause 33.16, ESA is not payable to casual employees
Parliamentary staff allowance (PSA) for personal employees	Yes – but excludes employees of former PMs no longer in the Parliament. Employees may opt for time off in lieu instead of PSA	Yes – but excludes employees of former PMs no longer in the Parliament. PSA is calculated on a pro rate basis, in accordance with clause 30.3 Employees may opt for time off in lieu instead of PSA	No

Conditions of Employment	Ongoing	Non-ongoing	Casual
Time off in lieu (TOIL)	Yes – as negotiated with Member, where an employee elects not to receive ESA or PSA, or where the Member does not allocate ESA	Yes – as negotiated with Member, where an employee elects not to receive ESA or PSA, or where the Member does not allocate ESA	No
Maximum length of each employment agreement	Not applicable	No more than 12 months – if to be employed for a further period, new employment agreement must be completed	4 weeks (28 days), although each day or part day worked is a separate engagement
Probation	Yes, appointed on a period of probation of up to 3 months – but may be waived by employing Member	Optional – as determined by employing Member	No
Severance benefits	Yes – other than as set out at clause 62.1 of the Enterprise Agreement	No	No
Payment in lieu of notice	Notice, or payment in lieu, as per clause 65 of the Enterprise Agreement	Where terminated before end of employment agreement entitled to notice, or pay in lieu of notice, as per clause 65 of the Enterprise Agreement	No
Career transition payments	Yes – where additional severance benefits payable in accordance with clause 64 of the Enterprise Agreement	Yes – pro rate payments of CTP will be made to part-time employees based on their ordinary hours of duty at the date of termination of their employment	No
Motor vehicle allowance	Yes	Yes	Yes
Travelling allowance	Yes	Yes	Yes
Studies assistance, including study leave	Yes	Yes	No
Retention payment	Yes – as per clause 19 of the Enterprise Agreement	Yes – as per clause 19 of the Enterprise Agreement	No