



**EMPLOYING A CASUAL 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 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 A CASUAL 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 on a casual basis under the MOP(S) Act, to work such hours as are required from time to time. In general, a casual Employee can also be identified by the following features: the employment is conditional upon the availability of work; there is no reasonable mutual expectation of continuity of employment; and the Employee is not required to give notice to an Employer prior to the Employee being absent or if intending to go on leave.

This form may be used to detail the expected periods of work to be completed during the term of this Employment Agreement. The form can also be used to detail any changes in actual periods worked. Where changes are to be advised a **new** Employment Agreement with the changes should be completed and submitted.

ABOUT THIS DOCUMENT

This Employment Agreement (together with the *Commonwealth Members of Parliament Staff Enterprise Agreement 2016–2019* ('Enterprise Agreement') and any relevant determinations, referred to below) specifies the terms and conditions of employment which will apply to any engagement of the Employee during the term of this Employment Agreement. Each day (or part day) worked by the Employee during the term of this Employment Agreement will constitute a separate engagement.

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 4.
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 maximum period of casual employment permitted under this Employment Agreement is four weeks (28 calendar days).
5. The Employee's terms and conditions of employment are as set out in this Employment Agreement and the 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.

6. Terms which are defined in the Enterprise Agreement or Guidelines have the same meaning in this Employment Agreement.
7. The 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.
8. If the Employee's employment changes so that it is no longer casual 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.
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; 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
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 prior to completing the salary in this Employment Agreement.

Engagement as a casual Employee

13. The Employee and the Employer acknowledge that the basis of this employment is as a casual, and that it is for that reason that a 20% loading is payable to the Employee in lieu of annual leave, personal leave and other entitlements that do not apply to casual employees under the Enterprise Agreement.
14. If it is subsequently determined that the Employee is not, or was not at a relevant time, a casual Employee (and that therefore the Employee is entitled to annual leave, personal leave and other entitlements that do not apply to casual employees), the Employee must repay to the Commonwealth the 20% loading in respect of salary paid in the relevant period. This amount shall be payable as a debt owed by the Employee to the Commonwealth, as an overpayment of remuneration.
15. A determination of the kind referred to in paragraph 14 may not be made unilaterally by either the Employee or the Employer.

Superannuation

16. 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.
- 16A. This clause 16A 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*.
- 16B. 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.

Pay Arrangements and access to Online HR

17. 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

18. 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

19. (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) The Employer may, at any time, terminate the Employee's employment by giving notice under subsection 16(3) or subsection 23(2) of the MOP(S) Act.

Signature of Employer or an Authorised Person

20. 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

21. 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.

This page to be retained by the Employee



EMPLOYING A CASUAL 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')

<p>Options for returning your completed form</p> <p>Scan and Email to: MOPSPay&Conditions@finance.gov.au or Post to: Ministerial and Parliamentary Services Department of Finance One Canberra Avenue FORREST ACT 2603</p>	<p>Enquiries: Ministerial and Parliamentary Services Email: mpshelp@finance.gov.au Phone: (02) 6215 3333</p>
--	---

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 on a casual basis, to work the hours shown in this Employment Agreement. The Employment Agreement (together with the Enterprise Agreement and any relevant determinations) specifies the terms and conditions of employment which will apply to any engagement of the Employee during the term of this Employment Agreement.

The term of the Employment Agreement will commence on the earliest date shown below and will continue until the last date shown below, which cannot be more than four weeks (28 calendar days) after the earliest date.

Each day (or part day) worked by the Employee during the term of this Employment Agreement will constitute a separate engagement. There is no expectation of/requirement for further engagements at any time. (This does not mean that you need to fill out a new form for each and every day.)

DETAILS OF HOURS WORKED OR TO BE WORKED	▶ Classification (e.g. EOA, Assistant Adviser)	<input type="text"/>
	▶ Salary	\$ <input type="text"/> per annum
	▶ Nominated Work Base	Electorate <input type="checkbox"/> Parliament House <input type="checkbox"/> Other <input type="checkbox"/>

Date	Start time	Finish time	Start time	Finish time	Total hours	Using Electorate Support Budget?*
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>
						No <input type="checkbox"/> Yes <input type="checkbox"/>

▶ * If employment is not against the Electorate Support Budget, please state the reason for the vacant position

Comments (e.g. this form is to amend dates provided in a previously submitted form)

**Please ensure that the forms referred to in paragraph 21 are completed and returned with the Employment Agreement.
Copy to be retained by the Employee**

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.

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
- I understand that knowingly giving false or misleading information is a serious offence under the *Criminal Code Act 1995*.
- I hereby certify that the above hours claimed for the period
(first date worked) to (last date worked) were, or are, to be performed for official purposes.

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 have familiarised myself with the Statement of Standards for Ministerial Staff (applies only to personal and electorate staff of Ministers and Parliamentary Secretaries).

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 21 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 the personal information provided in this form to facilitate the administration of work expenses and allowances for Parliamentarians and their employees under the parliamentary work expenses framework. Details of the related expenditure may be tabled in Parliament, published on Finance's website, or provided to the Special Minister of State, the Independent Parliamentary Expenses Authority, relevant service providers, or publicly, as authorised by law. Further details on the collection, storage and use of personal information provided is available at www.maps.finance.gov.au/privacy.html