

From: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>> Sent: Wednesday, 16 November 2022 3:30 PM To: MOPS Pay & Conditions <<u>MOPSPay&Conditions@finance.gov.au</u>>; <u>S47F</u> (Sen D. Shoebridge) <u>S47F</u> @aph.gov.au> Subject: Ongoing Contract - 29112022 <u>S47F</u>

I approve this contract

Senator David Shoebridge Greens Senator for NSW Electorate: (02) 8073 7400 | Parliament: <u>(02) 6277 3169</u>

Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au> Sent: Wednesday, 16 November 2022 12:59 PM To: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>> Subject: Ongoing Contract -<u>S47</u>F



## Employing an ongoing employee contract

Dear David Shoebridge or Authorised Officer.

You are receiving this email to to approve the below ongoing employment contract s47F

Please review the contract details and forward this email (ensuring that the contract is included in your email) to MOPS Pay & Conditions, advising that all details are correct and the contract is approved.

If details are not correct or require amendment, please contact the employee directly to make amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the employee's contract until you have provided it, with approval, by **forwarding**, or **replying**, to this email with the contract attached or included below.

Please ensure you copy ins47F when responding to MOPS Pay & Conditions.

Thank you, MaPS HR Service Delivery Team

Office use only

NSW/David Shoebridge/ONGOING CONTRACT/29/11/2022 S47F Submitted on Wed, 2022-11-16 12:55

## **Employee details**

#### Details

Name of Employee

s47F

Employee email address S47F @aph.gov.au Anne of Employer (Parliamentarian) David Shoebridge Email address of Employer or an Authorised Person david.shoebridge@aph.gov.au State/territory NSW Classification The employee is to be employed as a S47F S47F Employed on a S47F

Commencing on (Commencement date and continuing until terminated) 29/11/2022

Are you being allocated Electorate Staff Allowance (ESA) at the commencement of your employment?



Does your Employer require you to undertake a National Police History Check? No

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

Yes – 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)

Are you being re-employed under the MOP(S) Act after a break in service? No - I am being re-employed under the MOP(S) Act without a break in service

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

## Probation

The probation will be Waived

## Part time work pattern



Work pattern/hours non-pay weeks are the same as above Yes

## Terms and conditions

I acknowledge I have received the Fair Work Information Statement Yes

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 Yes

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 Yes

I have familiarised myself with the Ministerial Staff Code of Conduct (applies to Ministerial staff, consultants and Minister's electorate officers) Yes

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

I have read and understood the Privacy Collection Notice. Yes

## **Terms and conditions**

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.

#### 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 including to facilitate the management of incidents or complaints arising from employment. Personal and sensitive information may be disclosed to the employing Parliamentarian, the Independent Parliamentary Expenses Authority (IPEA), the Department of Parliamentary Services, the Parliamentary Workplace Support Service (PWSS), or as otherwise required 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 <a href="https://maps.finance.gov.au/maps-privacy-statement">https://maps.finance.gov.au/maps-privacy-statement</a>.

#### General.

- The employment relationship is between the Commonwealth and the Employee. References in this agreement to 'Employer' means the Parliamentarian, who is employing on behalf of the Commonwealth.
- 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.

- The employment is under Part IV of the MOP(S) Act where the Employee is an Electorate Employee of a Parliamentarian other than a Parliamentarian described in paragraph 2b. 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 2020–23 ('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 clause 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 MaPS. 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. 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,
- c. 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.

9. 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,
- c. 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.
- The Employee will provide to MaPS evidence of the Employee's identity and birth date (such as a certified copy of the Employee's birth certificate, marriage certificate, passport or current driver's licence).

- 2. 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 Ministerial Staff Code of Conduct applies. Under item 26, all employees covered by the Code are required to familiarise themselves with the Code upon commencement of their employment. A copy of the Code can be found at <u>Ministerial Staff Code of Conduct | Special Minister of State (smos.gov.au)</u>; 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
- 2. 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

- 14. 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 MaPS 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).

#### Superannuation

15. 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.

- This clause 16 applies only to persons who are 'relevant persons' for the purposes of subsection 15(1) or subsection 22(1) of the MOP(S) Act.
  - a. 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).
  - b. 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.
- 17. 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.

#### Superannuation allowance

18. Eligible ongoing employees may elect to be paid an allowance in exchange for a lower employer superannuation contribution under clause 22 of the Enterprise Agreement.

#### Pay Arrangements and access to PEMS

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

#### **Debt Recovery**

20. In accordance with clause 28 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

21.

- a. The Employee's employment may be terminated pursuant to:
  - Section 16 of the MOP(S) Act, if the Employee is employed under Part III of the MOP(S) Act; or
  - 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:

Employee's period of continuous service wi h the Commonwealth (including service under he MOP(S) Act with another Employer)	Period of notice
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. The Senator or Member must provide in writing on the termination form 107 a reason for the termination of an employee.
- e. 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.
- f. Where the Employee is guilty of serious misconduct, their employment may be terminated by written notice, and paragraphs c. and d. do not apply..
- g. If the Employee is an Australian Public Service Employee who has been granted leave without pay under the Australian Public Service Commissioner's Directions 2016 (as varied or replaced from time to time) 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.

#### Agreement of the Employer or an Authorised Person

- 22. By agreeing to this Employment Agreement the employer or authorised officer 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;
  - 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.
  - d. Certified that the Employee is not:
    - i. a spouse, de facto partner, child parent or sibling of the Employer:
    - ii. a child of the spouse or de facto partner of the Employer;
    - iii. a spouse or de facto partner of a child of the Employer; or
    - iv. a spouse or de facto partner of a sibling of the Employer
- 23. The following documents and forms are to be provided completed by the Employee:
  - 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.

- 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.

#### 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.

For further information please contact Ministerial and Parliamentary Services:

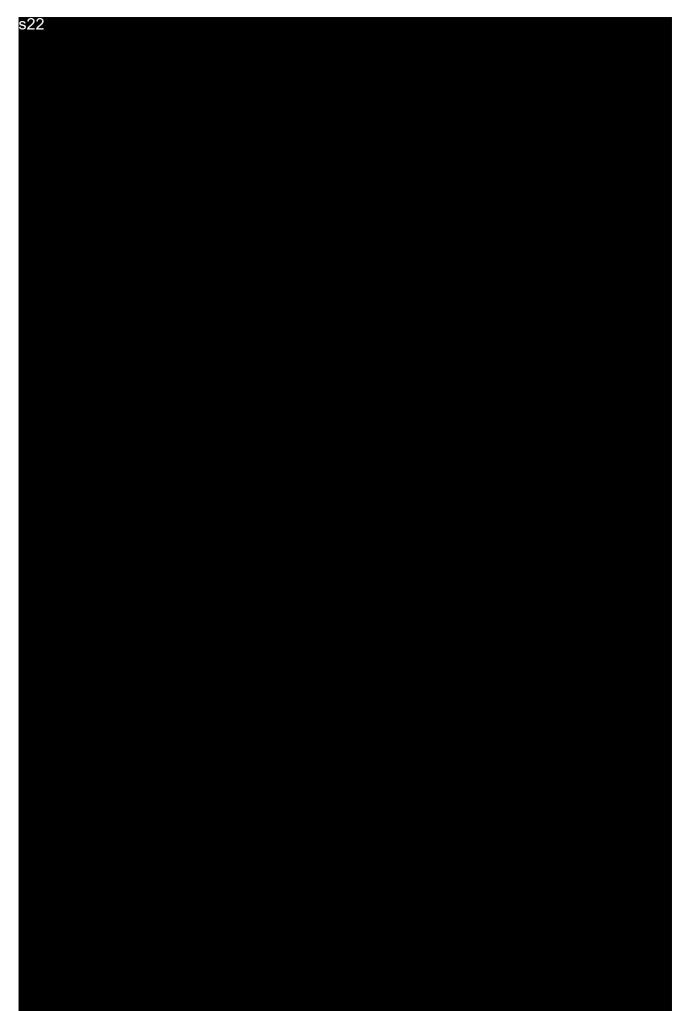
MaPS Help Desk: s22

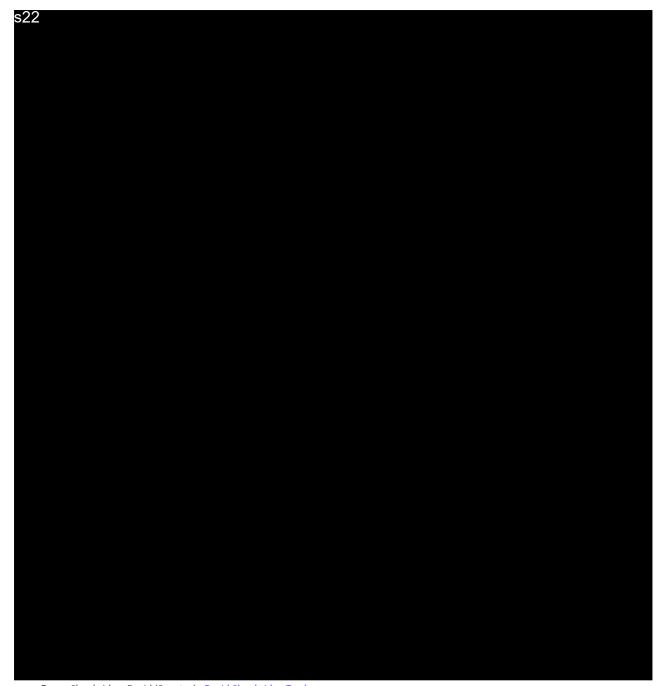
Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message

External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.





From: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>> Sent: Wednesday, 16 November 2022 9:17 AM To: MOPS Pay & Conditions <<u>MOPSPay&Conditions@finance.gov.au</u>>

Cc:s47F @aph.gov.au>

Subject: NSW/SHOEBRIDGE/CHANGE OF HOURS/14112022

I approve this variation Senator David Shoebridge

Greens Senator for NSW

Electorate: (02) 8073 7400 | Parliament: (02) 6277 3169

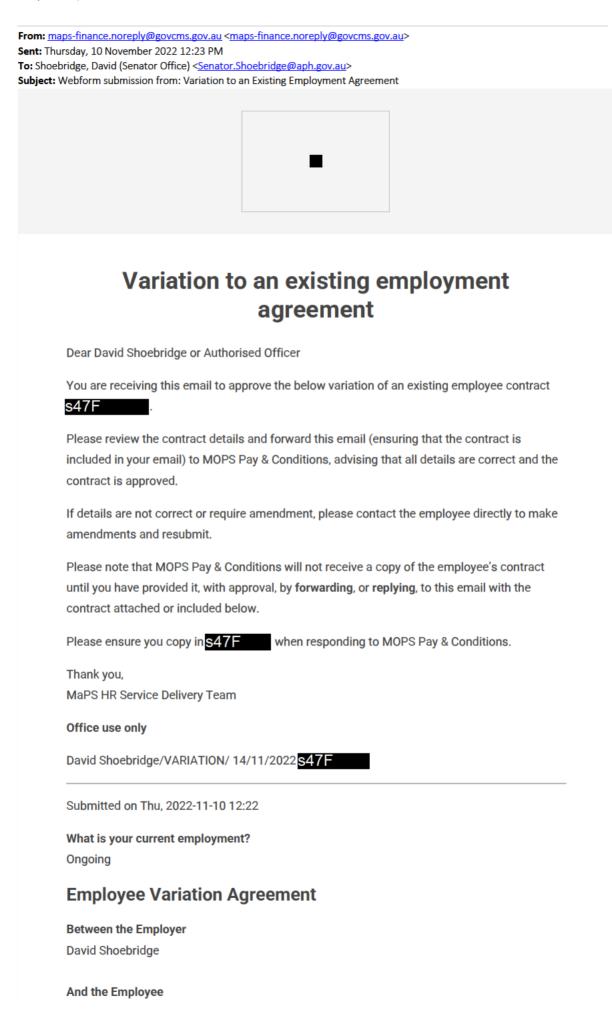
Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



10

From: Shoebridge, David (Senator Office) <<u>Senator.Shoebridge@aph.gov.au</u>> Sent: Tuesday, 15 November 2022 10:47 AM To: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>>

Subject: FW: Webform submission from: Variation to an Existing Employment Agreement





Made on 10/11/2022

## This variation of the existing Employment Agreement is in relation to (choose the relevant options)

## Changing ordinary hours of duty

Start date 14/11/2022

## Work pattern



## Authorisation

Email address of Employer or Authorised Person on behalf of the Commonwealth Senator.Shoebridge@aph.gov.au

Name (if authorised person) David Shoebridge

Employee email address s47F @aph.gov.au

## By submitting this form

I agree to the variations to the existing Employment Agreement as described in this Employment Variation Agreement. Yes

I understand that knowingly giving false or misleading information is a serious offence under

the Criminal Code Act 1995. Yes

I have read and understood the Privacy Collection Notice (see below).. Yes

For further information please contact Ministerial and Parliamentary Services:

MaPS Help Desk: s22

Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message

External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

SEC=OFFICIAL



From: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>> Sent: Wednesday, 23 November 2022 8:22 AM To: MOPS Pay and Conditions <<u>MOPSPayConditions@finance.gov.au</u>> Cc: <u>547</u>F @aph.gov.au> Subject: NSW/SHOEBRIDGE/ONGOING/29112022 <u>547</u>F

I approve this contract

Senator David Shoebridge Greens Senator for NSW Electorate: (02) 8073 7400 | Parliament: (02) 6277 3169

Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au>

Sent: Tuesday, 22 November 2022 7:39 PM

**To:** Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>>

Subject: FOR ACTION: New MOP(S) Act Ongoing Employee Agreement



## Employing an ongoing employee contract

Dear David Shoebridge or Authorised Officer.

You are receiving this email to to approve the below ongoing employment contract for s47F

Please review the contract details and forward this email (ensuring that the contract is included in your email) to MOPS Pay & Conditions, advising that all details are correct and the contract is approved.

If details are not correct or require amendment, please contact the employee directly to make amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the employee's contract until you have provided it, with approval, by **forwarding**, or **replying**, to this email with the contract attached or included below.

Please ensure you copy in s47F when responding to MOPS Pay & Conditions.

Thank you, MaPS HR Service Delivery Team

Office use only

NSW/David Shoebridge/ONGOING CONTRACT/29/11/2022 S47F Submitted on Tue, 2022-11-22 19:31

## Employee details

### Details

Name of Employee

s47F

Employee email address

s47F @aph.gov.au

Name of Employer (Parliamentarian) David Shoebridge

Email address of Employer or an Authorised Person

david.shoebridge@aph.gov.au

State/territory

NSW

## Classification

The employee is to be employed as a



Commencing on (Commencement date and continuing until terminated) 29/11/2022

Are you being allocated Electorate Staff Allowance (ESA) at the commencement of your employment?



Does your Employer require you to undertake a National Police History Check? No

Have you been previously employed under the MOP(S) Act? No (a Superannuation Options form must be completed)

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

## **Probation**

The probation will be Waived





Work pattern/hours non-pay weeks are the same as above Yes

## Terms and conditions

I acknowledge I have received the Fair Work Information Statement Yes

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

Yes

s47F

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

Yes

I have familiarised myself with the Ministerial Staff Code of Conduct (applies to Ministerial staff, consultants and Minister's electorate officers) Yes

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

I have read and understood the Privacy Collection Notice. Yes

## Terms and conditions

#### 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.

#### 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 including to facilitate the management of incidents or complaints arising from employment. Personal and sensitive information may be disclosed to the employing Parliamentarian, the Independent Parliamentary Expenses Authority (IPEA), the Department of Parliamentary Services, the Parliamentary Workplace Support Service (PWSS), or as otherwise required 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 <a href="https://maps.finance.gov.au/maps-privacy-statement">https://maps.finance.gov.au/maps-privacy-statement</a>.

#### General.

- The employment relationship is between the Commonwealth and the Employee. References in this agreement to 'Employer' means the Parliamentarian, who is employing on behalf of the Commonwealth.
- 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.
- The employment is under Part IV of the MOP(S) Act where the Employee is an Electorate Employee of a Parliamentarian other than a Parliamentarian described in paragraph 2b. 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 2020–23 ('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.
- Subject to clause 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 MaPS. 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. lf:
- 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,
- c. 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.

9. **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,
- c. 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.
- The Employee will provide to MaPS evidence of the Employee's identity and birth date (such as a certified copy of the Employee's birth certificate, marriage certificate, passport or current driver's licence).
- 2. 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 Ministerial Staff Code of Conduct applies. Under item 26, all employees covered by the Code are required to familiarise themselves with the Code upon commencement of their employment. A copy of the Code can be found at <u>Ministerial Staff Code of Conduct | Special Minister of State (smos.gov.au)</u>; 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

2. 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

- 14. 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 MaPS 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).

#### Superannuation

- 15. 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.
- This clause 16 applies only to persons who are 'relevant persons' for the purposes of subsection 15(1) or subsection 22(1) of the MOP(S) Act.
  - a. 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).
  - 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.*

17. 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.

#### Superannuation allowance

18. Eligible ongoing employees may elect to be paid an allowance in exchange for a lower employer superannuation contribution under clause 22 of the Enterprise Agreement.

#### Pay Arrangements and access to PEMS

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

#### **Debt Recovery**

20. In accordance with clause 28 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

21.

- a. The Employee's employment may be terminated pursuant to:
  - 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:

Employee's period of continuous service wi h the Commonwealth (including service under he MOP(S) Act with another Employer)	Period of notice
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. The Senator or Member must provide in writing on the termination form 107 a

reason for the termination of an employee.

- e. 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.
- f. Where the Employee is guilty of serious misconduct, their employment may be terminated by written notice, and paragraphs c. and d. do not apply..
- g. If the Employee is an Australian Public Service Employee who has been granted leave without pay under the Australian Public Service Commissioner's Directions 2016 (as varied or replaced from time to time) 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.

#### Agreement of the Employer or an Authorised Person

- 22. By agreeing to this Employment Agreement the employer or authorised officer 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.
  - d. Certified that the Employee is not:
    - i. a spouse, de facto partner, child parent or sibling of the Employer:
    - ii. a child of the spouse or de facto partner of the Employer;
    - iii. a spouse or de facto partner of a child of the Employer; or
    - iv. a spouse or de facto partner of a sibling of the Employer
- 23. The following documents and forms are to be provided completed by the Employee:
  - 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.
  - 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.

#### 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.

For further information please contact Ministerial and Parliamentary Services:

MaPS Help Desk: s22

Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

From: To: Subject:	Shoebridge David (Senator Office) Ministerial & Parliamentary Services S47F F F F F R ACTION: Relocation of MOP(S) Act employees
Subject:	S47 = FOR ACTION: Relocation of MOP(S) Act employees S47 =
Date:	Monday, 30 January 2023 1:24:27 PM
Attachments:	image001 png

Hi,

I am an authorised officer to approve this, and I confirm these details are correct.

Please let me know if you require anything further.





Office of Senator David Shoebridge Greens Senator for NSW T: (02) 8073 7400



Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au> Sent: Monday, 30 January 2023 10:08 AM To: Shoebridge, David (Senator Office) <Senator.Shoebridge@aph.gov.au> Subject: FOR ACTION: Relocation of MOP(S) Act employees



## Relocation of MOP(S) Act employees

Dear David Shoebridge or Authorised Officer.

You are receiving this email to approve the below Relocation of MOP(S) Act employees request for s47F

Please review the details and forward this email to <u>mpshelp@finance.gov.au</u>, advising that all details are correct and the request is approved.

If details are not correct or require amendment, please contact the employee directly to make

amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the request you have provided it, with approval, by forwarding, or replying, to this email with the contract attached or included below.

Please ensure you copy in s47F when responding to mpshelp@finance.gov.au.

Thank you, MaPS HR Service Delivery Team

Submitted on Mon, 2023-01-30 10:08

## **Employer details**

**Employer name** David Shoebridge

Email address of Employer or an Authorised Person senator.shoebridge@aph.gov.au

State NSW

## **Employee details**

Full name

s47F

**Employee email** s47F

@aph.gov.au

**Relocating from** 

s47F

**Relocating to** 

s47F

**Reason for relocation** Required for work

Date of relocation

s47F

Will your spouse/defacto partner be relocating? s47F

On what date s47F

- 12:00am

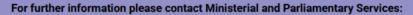
Will your dependant(s) be relocating? No

## Acknowledgement

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

Yes

I have read and understood the Privacy Collection Notice (see below).. Yes



MaPS Help Desk: s22

Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

From:	Shoebridge_David (Senator)
To:	MOPS Pay and Conditions; <b>547 Factor</b> (Sen D. Shoebridge)
Cc:	S47F Sen D. Shoebridge)
Subject:	NSW/SHOEBRIDGE/CHANGE OF HOURS/15052023 to 21052023 S47F
Date:	Thursday, 4 May 2023 11:20:06 AM

Dear MOPS,

I approve this variation,

David

From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au> on behalf of Ministerial and Parliamentary Services <maps-finance.noreply@govcms.gov.au>

Sent: Wednesday, May 3, 2023 1:10:32 PM

To: Shoebridge, David (Senator) <David.Shoebridge@aph.gov.au>

Subject: Webform submission from: Variation to an Existing Employment Agreement



# Variation to an existing employment agreement

Dear Senator David Shoebridge or Authorised Officer

You are receiving this email to approve the below variation of an existing employee contract

#### s47F

Please review the contract details and forward this email (ensuring that the contract is included in your email) to MOPS Pay & Conditions, advising that all details are correct and the contract is approved.

If details are not correct or require amendment, please contact the employee directly to make amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the employee's contract until you have provided it, with approval, by **forwarding**, or **replying**, to this email with the contract attached or included below.

Please ensure you copy in s47F

when responding to MOPS Pay & Conditions.

Thank you, MaPS HR Service Delivery Team

Office use only

Senator David Shoebridge/VARIATION/ 15/05/2023 -S47F

Submitted on Wed, 2023-05-03 13:10

What is your current employment? Ongoing

## **Employee Variation Agreement**

Between the Employer Senator David Shoebridge

And the Employee

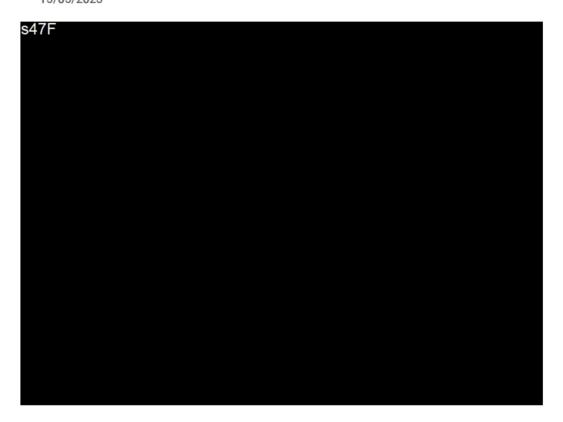
s47F

Made on 29/11/2022

This variation of the existing Employment Agreement is in relation to (choose the relevant options)

## Changing ordinary hours of duty

Start date 15/05/2023



## Authorisation

Email address of Employer or Authorised Person on behalf of the Commonwealth

david.shoebridge@aph.gov.au

Name (if authorised person) Senator David Shoebridge

Employee email address S47F @aph.gov.au

## By submitting this form

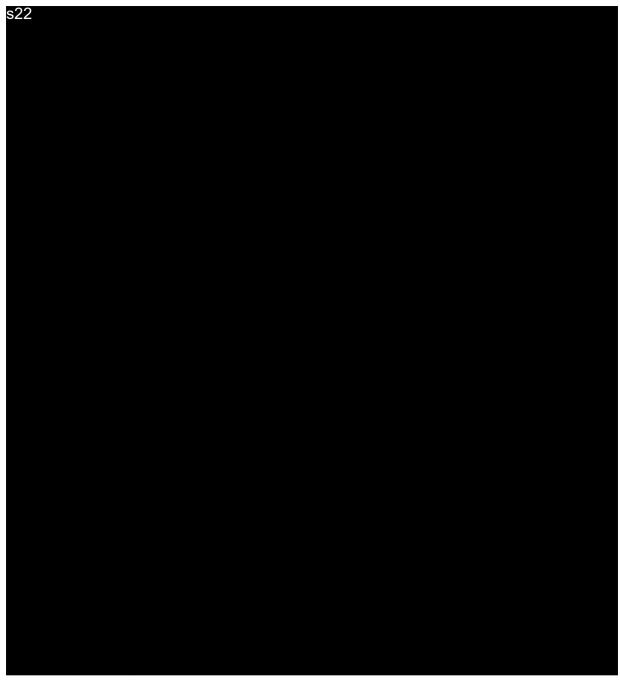
I agree to the variations to the existing Employment Agreement as described in this Employment Variation Agreement. Yes

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

I have read and understood the Privacy Collection Notice (see below). Yes

> For further information please contact Ministerial and Parliamentary Services: MaPS Help Desk: <u>\$22</u> Internet: <u>Ministerial and Parliamentary Services</u> Email: <u>mpshelp@finance.gov.au</u>

Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.



From: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>> Sent: Wednesday, 7 June 2023 2:05 PM To: MOPS Pay and Conditions <<u>MOPSPayConditions@finance.gov.au</u>>

@aph.gov.au>;s47F Subject: NSW/SHOEBRIDGE/CHANGE OF FUNDING/15052023

<u>@aph.gov.au</u>>

I approve this variation of contract for my self-described bestest staffer ever

Senator David Shoebridge Greens Senator for NSW Electorate: (02) 8073 7400 | Parliament: (02) 6277 3169

Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



cc:s47F

From: S47F
Sent: Wednesday, June 7, 2023 2:03 PM

@aph.gov.au>

To: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>>

Subject: FW: Webform submission from: Variation to an Existing Employment Agreement

Warm regards,

47F
Office of Senator David Shoebridge
Australian Greens Senator for NSW
T: (02) 8073 7400
M:s47F

Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.

@aph.gov.au>



From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au> Sent: Tuesday, June 6, 2023 12:51 PM

™s47F

Subject: Webform submission from: Variation to an Existing Employment Agreement



## Variation to an existing employment agreement



You have been sent this email as confirmation that you have submitted and agreed to the terms and conditions of the Variation to an existing employment agreement below. This employment agreement has been forwarded to Senator David Shoebridge for approval, once approved, the variation to an employment agreement will be sent to MOPSPay&Conditions@finance.gov.au for processing.

Thank you, MaPS HR Service Delivery Team

Submitted on Tue, 2023-06-06 12:51

What is your current employment? Ongoing

## **Employee Variation Agreement**

Between the Employer Senator David Shoebridge

And the Employee



Made on 15/05/2023

This variation of the existing Employment Agreement is in relation to (choose the relevant options)

Changing funding arrangements between an established position and the Electorate Support Budget

Start date 15/05/2023

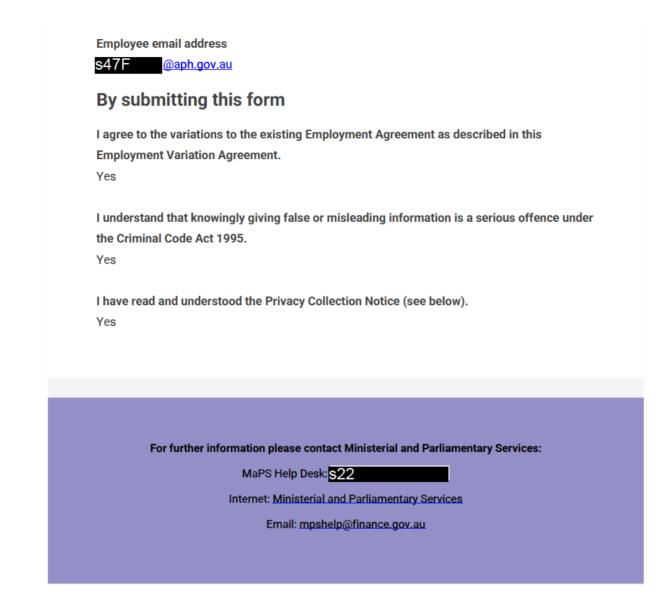
Work pattern



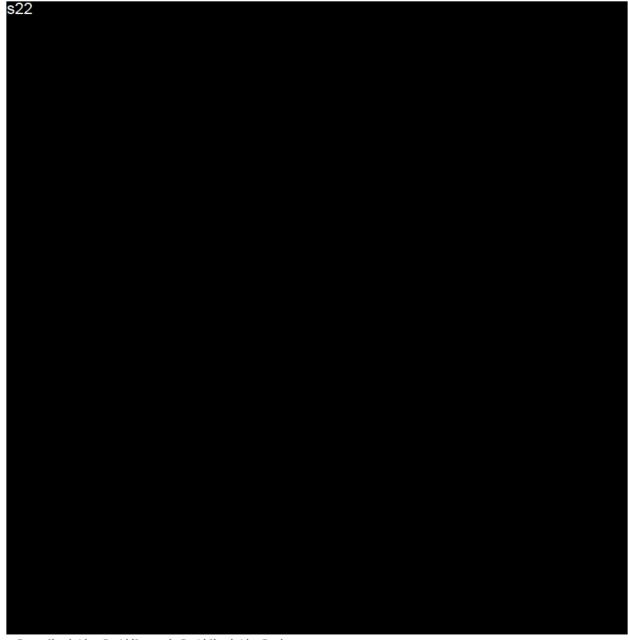
## Authorisation

Email address of Employer or Authorised Person on behalf of the Commonwealth david.shoebirdge@aph.gov.au

Name (if authorised person) David Shoebridge



Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.



From: Shoebridge, David (Senator) <David.Shoebridge@aph.gov.au> Sent: Wednesday, June 28, 2023 2:09 PM To: MOPS Pay and Conditions <MOPSPayConditions@finance.gov.au> Cc: <u>547</u> @aph.gov.au>

Subject: NSW/SHOEBRIDGE/PROMOTION/01072023 S47F

I approve this variation

From: Ministerial and Parliamentary Services <<u>maps-finance.noreply@govcms.gov.au</u>>

Sent: Monday, June 26, 2023 1:26 pm

To: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>>

Subject: Webform submission from: Variation to an Existing Employment Agreement



# Variation to an existing employment agreement

Dear Senator David Shoebridge or Authorised Officer

You are receiving this email to approve the below variation of an existing employee contract for **s47F**.

Please review the contract details and forward this email (ensuring that the contract is included in your email) to MOPS Pay & Conditions, advising that all details are correct and the contract is approved.

If details are not correct or require amendment, please contact the employee directly to make amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the employee's contract until you have provided it, with approval, by **forwarding**, or **replying**, to this email with the contract attached or included below.

Please ensure you copy in s47F when responding to MOPS Pay & Conditions.

Thank you, MaPS HR Service Delivery Team

Office use only

Senator David Shoebridge /VARIATION/ 01/07/2023S47F

Submitted on Mon, 2023-06-26 13:26

What is your current employment? Ongoing

# Employee Variation Agreement

Between the Employer Senator David Shoebridge

And the Employee

s47F

Made on 01/10/2022

This variation of the existing Employment Agreement is in relation to (choose the relevant options)

# Promotion/transfer of an ongoing employee

Date of effect 01/07/2023 New classification

s47F

# Salary on promotion/transfer

s47F

# Authorisation

Email address of Employer or Authorised Person on behalf of the Commonwealth david.shoebridge@aph.gov.au

Name (if authorised person) David Shoebridge

Employee email address

s47F @aph.gov.au

# By submitting this form

I agree to the variations to the existing Employment Agreement as described in this Employment Variation Agreement. Yes

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

Yes

I have read and understood the Privacy Collection Notice (see below). Yes

For further information please contact Ministerial and Parliamentary Services:

MaPS Help Desk: s22

Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.



Sent: Thursday, 6 July 2023 12:22 PM To: MOPS Pay and Conditions <<u>MOPSPayConditions@finance.gov.au</u>> Cc: <u>S47F</u> @aph.gov.au> <u>S47F</u>

@aph.gov.au>

I approve this contract.

Senator David Shoebridge Greens Senator for NSW Electorate: (02) 8073 7400 | Parliament: (02) 6277 3169

Subject: NSW/SHOEBRIDGE/ONGOING/10072023

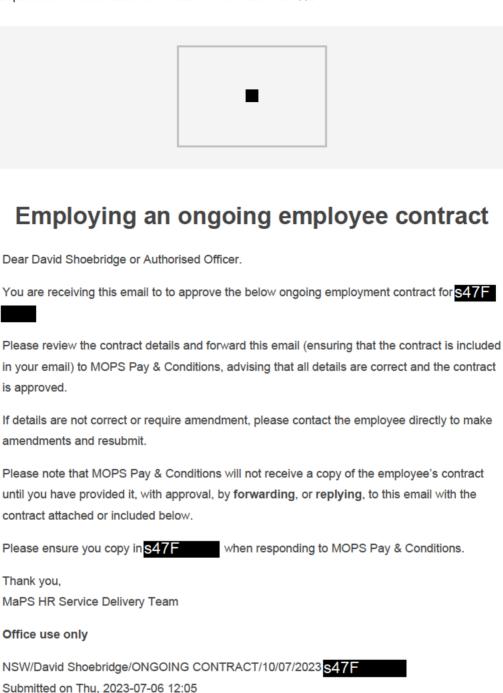
Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au>

Sent: Thursday, July 6, 2023 12:09 PM

To: Shoebridge, David (Senator) <<u>David.Shoebridge@aph.gov.au</u>> Subject: FOR ACTION: New MOP(S) Act Ongoing Employee Agreement



# **Employee details**

# Details

Name of Employee

s47F

Employee email address

# s47F

Name of Employer (Parliamentarian) David Shoebridge

Email address of Employer or an Authorised Person

David.shoebridge@aph.gov.au

State/territory

NSW

# Classification

The employee is to be employed as a



Commencing on (Commencement date and continuing until terminated) 10/07/2023

Are you being allocated Electorate Staff Allowance (ESA) at the commencement of your



Does your Employer require you to undertake a National Police History Check? No

Have you been previously employed under the MOP(S) Act? No (a Superannuation Options form must be completed)

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

# Probation

The probation will be 3 months

# Part time work pattern

# s47F

3

Work pattern/hours non-pay weeks are the same as above Yes

# Terms and conditions

I acknowledge I have received the Fair Work Information Statement Yes

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

Yes

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

Yes

I have familiarised myself with the Ministerial Staff Code of Conduct (applies to Ministerial staff, consultants and Minister's electorate officers) Yes

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

I have read and understood the Privacy Collection Notice. Yes

# **Terms and conditions**

# 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.

#### 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 including to facilitate the management of incidents or complaints arising from employment. Personal and sensitive information may be disclosed to the employing Parliamentarian, the Independent Parliamentary Expenses Authority (IPEA), the Department of Parliamentary Services, the Parliamentary Workplace Support Service (PWSS), or as otherwise required 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 <a href="https://maps.finance.gov.au/maps-privacy-statement">https://maps.finance.gov.au/maps-privacy-statement</a>.

#### General.

- The employment relationship is between the Commonwealth and the Employee. References in this agreement to 'Employer' means the Parliamentarian, who is employing on behalf of the Commonwealth.
- 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.
- The employment is under Part IV of the MOP(S) Act where the Employee is an Electorate Employee of a Parliamentarian other than a Parliamentarian described in paragraph 2b. 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 2020–23 ('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 clause 6, this Employment Agreement may be varied by both parties completing and signing a ∨ariation 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 MaPS. 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. lf:
- 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,
- o 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.

10. 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.
- The Employee will provide to MaPS evidence of the Employee's identity and birth date (such as a certified copy of the Employee's birth certificate, marriage certificate, passport or current driver's licence).
- 12. 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 Ministerial Staff Code of Conduct applies. Under item 26, all employees covered by the Code are required to familiarise themselves with the Code upon commencement of their employment. A copy of the Code can be found at <u>Ministerial Staff Code of Conduct | Special Minister of State (smos.gov..au)</u>; 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

13. 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

- 14. 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 MaPS 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).

#### Superannuation

- 15. 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.
- This clause 16 applies only to persons who are 'relevant persons' for the purposes of subsection 15(1) or subsection 22(1) of the MOP(S) Act.
  - a. 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).
  - 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.*

17. 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.

#### Superannuation allowance

18. Eligible ongoing employees may elect to be paid an allowance in exchange for a lower employer superannuation contribution under clause 22 of the Enterprise Agreement.

#### Pay Arrangements and access to PEMS

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

#### Debt Recovery

20. In accordance with clause 28 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

- 21.
- a. The Employee's employment may be terminated pursuant to:
  - Section 16 of the MOP(S) Act, if the Employee is employed under Part III of the MOP(S) Act; or
  - 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:

Employee's period of continuous service with the Commonweal h (including service under he MOP(S) Act with ano her Employer)	Period of notice
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	
More than 5 years	4 weeks

d. The Senator or Member must provide in writing on the termination form 107 a

reason for the termination of an employee.

- e. 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.
- f. Where the Employee is guilty of serious misconduct, their employment may be terminated by written notice, and paragraphs c. and d. do not apply.
- g. If the Employee is an Australian Public Service Employee who has been granted leave without pay under the Australian Public Service Commissioner's Directions 2016 (as varied or replaced from time to time) 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.

#### Agreement of the Employer or an Authorised Person

- 22. By agreeing to this Employment Agreement the employer or authorised officer 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;
  - 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.
  - d. Certified that the Employee is not:
    - i. a spouse, de facto partner, child parent or sibling of the Employer:
    - ii. a child of the spouse or de facto partner of the Employer;
    - iii. a spouse or de facto partner of a child of the Employer; or
    - iv. a spouse or de facto partner of a sibling of the Employer
- 23. The following documents and forms are to be provided completed by the Employee:
  - 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.
  - 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.

#### 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
  - a spouse or de facto partner of a sibling of the Employer.



Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Classification: OFFICIAL Classified by: mopspayconditions@finance.gov.au on: 11/07/2023 7:19:29 AM

From:	Shoebridge, David (Senator Office)
To:	MOPS Training
Subject:	RE: Application to attend ad hoc training - s47F Approved [SEC=OFFICIAL]
Date:	Tuesday, 1 August 2023 9:53:14 AM
Attachments:	image001.png

Thank you for your email - we really appreciate you getting in touch.

This is an automatically-generated response.

Our office receives a huge volume of enquiries. If your email is not addressed specifically to this office, or if the issue you have raised sits outside NSW or outside David's portfolio responsibilities, we will read it but no action will be taken.

If you have included our office in the CC or BCC address box and you wish to receive a response, or for us to take specific action, please address the email directly to us and resend it.

<u>Portfolios:</u> Justice (including Attorney-General, Drug Law Reform, Firearms, Territory Rights, & the National Anti-Corruption Commission), Defence & Veterans Affairs, Digital Rights

Warm regards, Office of Senator David Shoebridge

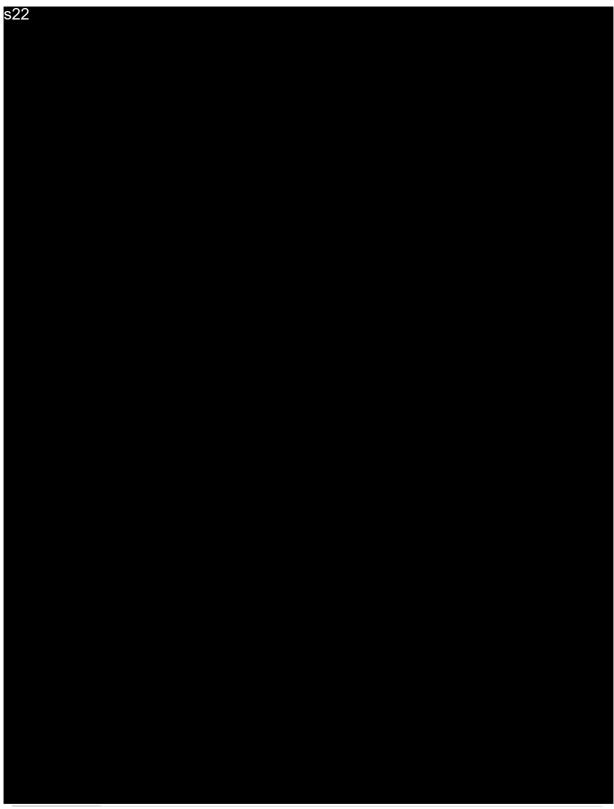
Greens Senator for NSW T: (02) 8073 7400

Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



#### Be careful with this message

External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

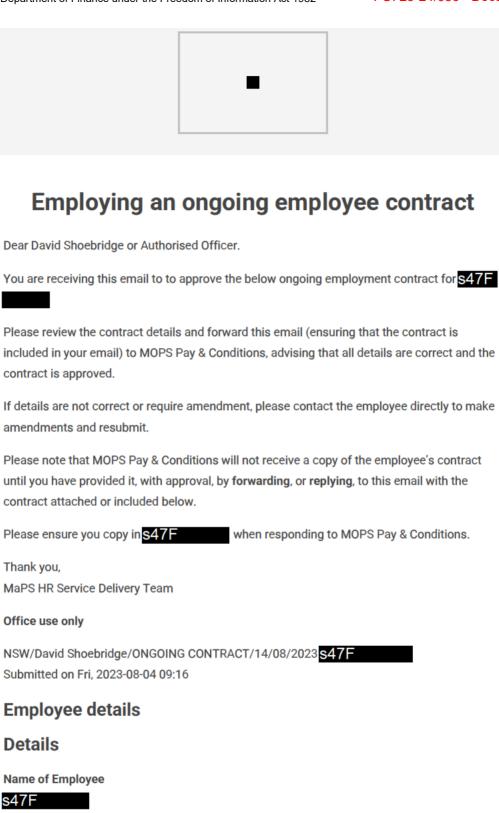


From: Shoebridge, David (Senator Office) <<u>Senator.Shoebridge@aph.gov.au</u>> Sent: Friday, August 4, 2023 5:32 PM To: mopspay&conditions@finance.gov.au

c⇔s47F

@aph.gov.au> Subject: Fwd: FOR ACTION: New MOP(S) Act Ongoing Employee Agreement I approve this contract thank you.

From: Ministerial and Parliamentary Services <<u>maps-finance.noreply@govcms.gov.au</u>> Sent: Friday, August 4, 2023 10:16 am To: Shoebridge, David (Senator Office) <<u>Senator.Shoebridge@aph.gov.au</u>> Subject: FOR ACTION: New MOP(S) Act Ongoing Employee Agreement



Employee email address

#### s47F

Name of Employer (Parliamentarian) David Shoebridge

Email address of Employer or an Authorised Person senator.shoebridge@aph.gov.au State/territory

# Classification

The employee is to be employed as a



Commencing on (Commencement date and continuing until terminated) 14/08/2023

Are you being allocated Electorate Staff Allowance (ESA) at the commencement of your employment?



Does your Employer require you to undertake a National Police History Check? No

Have you been previously employed under the MOP(S) Act? No (a Superannuation Options form must be completed)

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

# Probation

The probation will be 3 months

# Part time work pattern



Work pattern/hours non-pay weeks are the same as above No



# Terms and conditions

I acknowledge I have received the Fair Work Information Statement Yes

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

Yes

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 Yes

I have familiarised myself with the Ministerial Staff Code of Conduct (applies to Ministerial staff, consultants and Minister's electorate officers) Yes

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

I have read and understood the Privacy Collection Notice. Yes

# Terms and conditions

#### 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.

#### 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 including to facilitate the management of incidents or complaints arising from employment. Personal and sensitive information may be disclosed to the employing Parliamentarian, the Independent Parliamentary Expenses Authority (IPEA), the Department of Parliamentary Services, the Parliamentary Workplace Support Service (PWSS), or as otherwise required 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 https://maps.finance.gov.au/maps-privacy-statement.

#### General.

- The employment relationship is between the Commonwealth and the Employee. References in this agreement to 'Employer' means the Parliamentarian, who is employing on behalf of the Commonwealth.
- 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.
- The employment is under Part IV of the MOP(S) Act where the Employee is an Electorate Employee of a Parliamentarian other than a Parliamentarian described in paragraph 2b. 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 2020–23 ('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 clause 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 MaPS. 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. 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.

10. **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.
- The Employee will provide to MaPS evidence of the Employee's identity and birth date (such as a certified copy of the Employee's birth certificate, marriage certificate, passport or current driver's licence).
- 12. 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 Ministerial Staff Code of Conduct applies. Under item 26, all employees covered by the Code are required to familiarise themselves with the Code upon commencement of their employment. A copy of the Code can be found at <u>Ministerial Staff Code of Conduct | Special Minister of State (smos.gov..au)</u>; 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
- 13. 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

- 14. 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 MaPS 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).

#### Superannuation

- 15. 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.
- This clause 16 applies only to persons who are 'relevant persons' for the purposes of subsection 15(1) or subsection 22(1) of the MOP(S) Act.
  - a. 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).

- b. 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.
- 17. 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.

#### Superannuation allowance

18. Eligible ongoing employees may elect to be paid an allowance in exchange for a lower employer superannuation contribution under clause 22 of the Enterprise Agreement.

#### Pay Arrangements and access to PEMS

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

#### Debt Recovery

20. In accordance with clause 28 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

21.

- a. The Employee's employment may be terminated pursuant to:
  - Section 16 of the MOP(S) Act, if the Employee is employed under Part III of the MOP(S) Act; or
  - 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:

Employee's period of continuous service wi h the Commonwealth (including service under Period of

he MOP(S) Act with another Employer)		е
Not more than one year	1 wee	eks
More than one year but not more than 3 years	2 wee	eks
More than 3 years but not more than 5 years	3 wee	eks;
More than 5 years	4 wee	eks

- d. The Senator or Member must provide in writing on the termination form 107 a reason for the termination of an employee.
- e. 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.
- f. Where the Employee is guilty of serious misconduct, their employment may be terminated by written notice, and paragraphs c. and d. do not apply.
- g. If the Employee is an Australian Public Service Employee who has been granted leave without pay under the Australian Public Service Commissioner's Directions 2016 (as varied or replaced from time to time) 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.

#### Agreement of the Employer or an Authorised Person

- 22. By agreeing to this Employment Agreement the employer or authorised officer 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;
  - 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.
  - d. Certified that the Employee is not:
    - i. a spouse, de facto partner, child parent or sibling of the Employer:
    - ii. a child of the spouse or de facto partner of the Employer;
    - iii. a spouse or de facto partner of a child of the Employer; or
    - iv. a spouse or de facto partner of a sibling of the Employer
- 23. The following documents and forms are to be provided completed by the Employee:
  - 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.
  - 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.

#### 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.

For further information please contact Ministerial and Parliamentary Services:

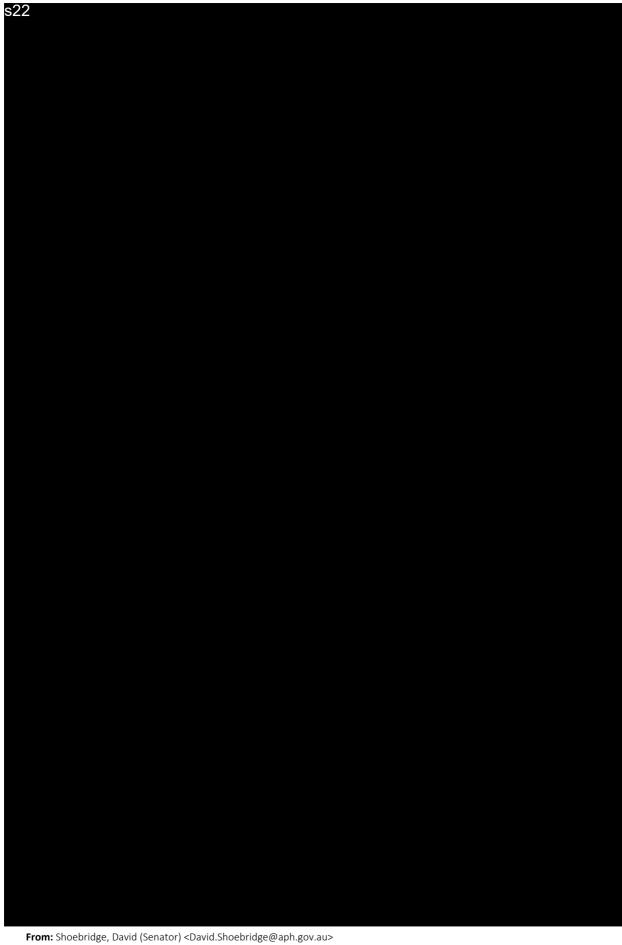
MaPS Help Desk: s22

Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

FOI 23-24/030 - Document 21



Sent: Tuesday, August 15, 2023 10:15 AM To: Ministerial & Parliamentary Services <mpshelp@finance.gov.au> Subject: S47F

Relocation of MOP(S) Act employees | S47F

I approve this and the details are correct

Senator David Shoebridge Greens Senator for NSW Electorate: (02) 8073 7400 | Parliament: (02) 6277 3169

Our Sydney office is on the land of the Gadigal people of the Eora nation, and the Australian Parliament is on Ngunnawal and Ngambri country. We acknowledge that these lands were stolen and sovereignty was never ceded. We recognise First Nations peoples' continuing connection to land, waters and culture, and pay our respects to Elders past and present.



From: maps-finance.noreply@govcms.gov.au <maps-finance.noreply@govcms.gov.au> Sent: Tuesday, August 8, 2023 3:29 PM To: Shoebridge, David (Senator Office) <<u>Senator.Shoebridge@aph.gov.au</u>> Subject: FOR ACTION: Relocation of MOP(S) Act employees



# **Relocation of MOP(S) Act employees**

Dear David Shoebridge or Authorised Officer.

You are receiving this email to approve the below Relocation of MOP(S) Act employees request for s47F

Please review the details and forward this email to <u>mpshelp@finance.gov.au</u>, advising that all details are correct and the request is approved.

If details are not correct or require amendment, please contact the employee directly to make amendments and resubmit.

Please note that MOPS Pay & Conditions will not receive a copy of the request you have provided it, with approval, by **forwarding**, or **replying**, to this email with the contract attached or included below.

Please ensure you copy in s47F

when responding to mpshelp@finance.gov.au.

Thank you, MaPS HR Service Delivery Team

Submitted on Tue, 2023-08-08 15:28

FOI 23-24/030 - Document 21

# **Employer details**

Employer name David Shoebridge

Email address of Employer or an Authorised Person senator.shoebridge@aph.gov.au

State NSW

# **Employee details**

Full name

s47F

Employee email

s47F

**Relocating from** 

s47F

Relocating to

# s47F

Reason for relocation Work

**Date of relocation** 

# s47F

Will your spouse/defacto partner be relocating? S47F

On what date

## s47F

Will your dependant(s) be relocating? Not applicable

# Acknowledgement

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

Yes

I have read and understood the Privacy Collection Notice (see below). Yes For further information please contact Ministerial and Parliamentary Services:

MaPS Help Desk: S22

Internet: Ministerial and Parliamentary Services

Email: mpshelp@finance.gov.au

Be careful with this message External email. Do not click links or open attachments unless you recognise the sender and know the content is safe.

4