



## VARIATION TO AN EXISTING EMPLOYMENT AGREEMENT

Members of Parliament (Staff) Act 1984 ('MOP(S) Act') Commonwealth Members of Parliament Staff Enterprise Agreement 2016–2019 ('the Enterprise Agreement')

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

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

### When to Use This Agreement

**Use this Agreement** when varying employment arrangements agreed in an existing Employment Agreement; for example, to:

- advance the salary of an Employee to a higher salary point within the Employee's classification;
- promote or transfer an ongoing Employee within the Employer's office;
- notify the temporary progression of an ongoing Employee to a higher classification;
- extend the period of engagement of a non-ongoing Employee **but only** where the total period of employment is up to 12 months from the date of commencement under the existing Employment Agreement;
- notify a change to the ordinary hours of duty of an Employee;
- notify additional hours to be worked against the Electorate Support Budget;
- notify a change to the funding arrangements for the Employee – that is, set or change the proportion of payments against an established position or the Employer's Electorate Support Budget.

### Do not use this Agreement to:

- change the status of an Employee, for example, from ongoing to non-ongoing or non-ongoing to casual employment or vice versa (in these circumstances a **new** Employment Agreement is required); or
- change the employment authority from Part III to Part IV of the MOP(S) Act or vice versa (in these circumstances a **new** Employment Agreement is required); or
- vary the employment of a casual Employee (in this circumstance a **new** Employment Agreement is required).

## EMPLOYMENT VARIATION AGREEMENT

### AGREEMENT

► Employment variations are to be completed prior to, or on, the effective date. Where this is not possible, documentation is to be completed at the earliest opportunity

► 1.1 The parties have agreed to vary the existing Employment Agreement

BETWEEN    
(*the Employer*) (State/Territory)

AND   
(*the Employee*)

MADE ON   
(*the existing Employment Agreement*)

as set out in this Employment Variation Agreement.

**VARIATIONS TO THE  
EMPLOYMENT  
AGREEMENT**

▶ 2.1 The Employer and Employee agree to vary the existing Employment Agreement as set out in this Clause 2.1, but confirm that except as provided in this Employment Variation Agreement the Employee's agreed employment arrangements are those set out in the existing Employment Agreement (as varied from time to time by written agreement of the parties provided that where any earlier variation is in respect of the same subject matter as any variation contained in this Employment Variation Agreement, the variation in this Employment Variation Agreement prevails).

This variation of the existing Employment Agreement is in relation to *[complete the relevant option]*:

**Salary Advancement**

Existing classification   
Date of effect  New salary \$

**Promotion/transfer of an ongoing Employee**

Date of effect  New classification   
Salary on promotion \$

**Changing ordinary hours of duty** *(also complete 'Work Pattern/Hours' on the next page)*

Start Date  Finish Date *(if applicable)*

**Working additional hours against the Electorate Support Budget** *(also complete 'Work Pattern/Hours' on the next page)*

Start Date  Finish Date *(if applicable)*

**Changing funding arrangements between an established position and the Electorate Support Budget**  
*(also complete 'Work Pattern/Hours' on the next page)*

Start Date  Finish Date *(if applicable)*

**Temporary progression** *(minimum period 2 weeks)*

Start Date  Finish Date *(if applicable)*   
Classification of vacant position   
Salary during temporary progression \$

**Extension of the period of non-ongoing employment** *(total period must be a maximum of 12 months after the Commencement Date in the existing Employment Agreement; e.g. commence 7 January, cannot extend beyond 6 January of the following year)*

Start Date  Finish Date

**Other**, as described in the box below *(insert any additional details of the variation below, including, where applicable, date variation takes effect; date variation ends; relevant classification and salary)*


*If there is insufficient space, additional details may be attached provided they are signed by both the Employer and the Employee.*

**WORK PATTERN/HOURS**

► **To be completed for all Employees where the work pattern/hours is varied by this Employment Variation Agreement.**

From the Start Date, to the Finish Date if applicable (on page 2), the Employee's ordinary hours of duty will be the days and times specified in the table below.

**Note re Electorate Support Budget:**

Payment for periods of engagement advised through an Employment Variation 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 additional time worked will be a matter between the Employee and the Employer (not the Commonwealth).

► Working pattern/hours in **pay-day** weeks

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

► Working pattern/hours in **non-pay-day** weeks

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

**VARIATIONS NOT TO BE  
INCONSISTENT WITH THE  
APPROVED EMPLOYMENT  
FRAMEWORK**

- ▶ 3.1 To the extent that anything in this Employment Variation Agreement is inconsistent with the employment framework, it is of no effect. '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 the Enterprise Agreement.

**SIGNATURE**

▶ **Employer**

- I agree to the variations to the existing Employment Agreement as described in this Employment Variation Agreement.
- I understand that knowingly giving false or misleading information is a serious offence under the *Criminal Code Act 1995*.

**Signature of Employer or  
Authorised Person\* on  
behalf of the Commonwealth**

Date

Name (if authorised person)

\* An **Authorised Person** is one who, pursuant to section 32 of the MOP(S) Act, has been authorised in writing by a Senator or Member to employ staff on behalf of the Commonwealth under Part III or Part IV of the MOP(S) Act, and that Senator or Member has capacity to employ the Employee on behalf of the Commonwealth under section 13 or 20 of the MOP(S) Act.

▶ **Employee**

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

By signing this form, I acknowledge that:

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

**Signature of Employee**

Date

**Privacy Collection Notice** — Consistent with the *Privacy Act 1988*, the Department of Finance (Finance) uses the personal information provided in this form to facilitate the administration of work expenses and allowances for Parliamentarians and their employees under the parliamentary work expenses framework. Details of the related expenditure may be tabled in Parliament, published on Finance's website, or provided to the Special Minister of State, the Independent Parliamentary Expenses Authority, relevant service providers, or publicly, as authorised by law. Further details on the collection, storage and use of personal information provided is available at [www.maps.finance.gov.au/privacy.html](http://www.maps.finance.gov.au/privacy.html)

**Copy to be retained by Employee**