

ENTERPRISE AGREEMENT 2024

Department of Parliamentary Services Enterprise Agreement 2024 Explanatory Document

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Part 1 – General Matters

Part 1 contains conditions that enable the Agreement to operate.

Issue	Clause Number	Summary of Clause
Title	1	This is the name of the Agreement.
Closed comprehensive agreement	2	This clause provides that the Agreement contains all the terms and conditions of employment for DPS employees, other than those in legislation. It provides that any policies referenced throughout the Agreement are not considered a part of it. It also addresses DPS' recognition of a diverse workforce.
Coverage	3	These are the parties to the Agreement: The Secretary and non-SES employees.
Duration	4	This is the length of the Agreement which is three years from the date the Agreement commences.
Employment Subject to Other Laws	5	This is a list of legislation that also applies to employees.
National Employment Standards (NES) Precedence	6	National Employment Standards are minimum employment entitlements that all employees must get. The clause makes sure the NES entitlements are maintained.
Delegations	7	This clause provides that the Secretary may delegate their authority under this Agreement, so a reference to 'The Secretary' in the Agreement includes a delegate empowered to exercise a particular function.
Dispute Resolution	8	This clause contains the process for resolving disputes that arise either under the Agreement, or the National Employment Standards. In the first instance disputes should be resolved through discussion with local management in the work area and notify higher level managers to assist in resolving the dispute. If that is not successful, the Agreement provides a mechanism for referring the matter to the Fair Work Commission (FWC) and outlines the powers the FWC can exercise.
Individual flexibility arrangements	9	An Individual Flexibility Arrangement (IFA) allows for an individual employee and the employer to amend the conditions provided for under the Agreement through mutual and genuine agreement. This clause contains the matters that may be subject to an IFA such as remuneration and allowances, and the conditions that must be met in making an IFA.

Consultation	10	<p>This clause sets out consultative processes at DPS including:</p> <p><u>Major Change</u> This sets out the consultation that DPS will engage in with employees and, where the employees choose, their representatives, in circumstances where DPS has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on employees.</p> <p><u>Regular Roster or Ordinary Hours</u> This sets out the consultation that DPS will engage in with employees and, where they choose, their representatives about proposed changes to the regular roster or ordinary hours of work of employees.</p>
Agency Consultative Committee	11	<p>This clause sets out consultative processes at DPS. This provides a commitment to an agency consultative committee that will operate in line with the terms of reference.</p>
Work Health and Safety (WHS)	12	<p>This clause outlines DPS's commitment to its responsibilities under WHS legislation. This clause also states that DPS will:</p> <ul style="list-style-type: none"> • Provide an employee assistance program; • Pay the cost of membership to the Health and Recreation Centre; • Provide funds for employee health monitoring programs; • Provide funds for ergonomic assessments; • Provide funds and eyesight testing every two years and a contribution of up to \$175 for eyewear; and • Provide funds for an annual vaccination program.
Payment on Death	13	<p>If an employee dies, this clause permits the Secretary to approve payment of any eligible accrued entitlements.</p>
Employee Representation	14	<p>This clause acknowledges DPS's recognition of employee representatives and commits DPS to facilitating their role. This clause provides for the rights of union delegates in representing the interests of employees they represent and sets out the facilities available for delegates.</p>
Delegates' Rights	15	<p>This clause acknowledges DPS's recognition of union delegates and their roles.</p>

Part 2 – Working Arrangements

Part 2 provides for the working arrangements for staff who are not covered by a Schedule to the Agreement. The working arrangements for Catering, Electrical Mechanical and Fabric Services, Evening Duty recipients and Parliamentary Security Service are outlined in the relevant Schedule to the Agreement.

Issue	Clause Number	Summary of Clause
Hours of Duty	16	This clause provides that the ordinary hours of duty for a full-time employee will be 37.5 hours a week, and 7 hours 30 minutes a day. This clause provides that an employee will generally agree their hours of duty with their supervisor and in certain work areas a supervisor can determine if an employee works designated hours (see Definitions).
Workloads	17	This clause recognises the importance of workloads and striking a balance between work and personal life. At times you may need to work some extra hours, but this is an exception rather than the rule. If an employer or a group raise significant workload pressure over a prolonged period of time, the employee and/or group and DPS must review workloads and priorities. Strategies to manage this impact will be developed through consultation.
Part-Time Work	18	<p>This clause provides that a part-time employee is one who works regular weekly hours that are less than a full-time employee. This arrangement can be initiated by either the Secretary or the employee (where operationally possible). If a full-time employee converts to regular part-time work this will be done in writing and for an initial period of up to 12 months unless a further period is agreed.</p> <p>A part-time employee will have a written agreement stating the days and hours the employee will work, subject to a minimum period of three hours on one day.</p> <p>An employee returning from parental leave will be entitled to return to part-time work.</p> <p>A part-time employee will be paid and accrue leave, on a pro rata basis, but will be paid the full-time equivalent for any allowances of a reimbursement nature they may be entitled to.</p> <p>If a part-time employee makes a request to their supervisor to work additional hours in a day or work</p>

		<p>an additional day in the week this will either be paid at a single time rate, or the employee will accrue flextime. However, if those additional hours would result in an entitlement to be paid overtime, the employee would be paid accordingly.</p>
Sessional Part-Time Employment	19	<p>This clause provides that a sessional part-time employee is a variation of a part time-employee, and works a specified number of days and weeks that are less than a full-time employee. This arrangement can be initiated by either the Secretary or the employee (where operationally possible)</p> <p>If an employee initiates a sessional part-time arrangement, the Secretary will agree in writing the hours and days the employee will work and unless agreed otherwise the ordinary hours of work will be 7 hours and 30 minutes a day. If the Secretary initiates a sessional part-time arrangement they will specify the days of work in consultation with the employee with the ordinary hours of work being 7 hours 30 minutes a day.</p> <p>A sessional part-time employee's hours or days of work may be changed in the following circumstances:</p> <ol style="list-style-type: none"> 1. Day Swap. If the employee and their supervisor agree the employee may move their existing day of work to another day outside of their agreed days. If this is arranged the employee will be paid their ordinary rate and will accrue leave for this day. 2. Extra Time. If the employee makes a request to their supervisor to work extra hours in a day, or extra days in a week they will be paid single time or accrue flextime with no additional accrual of leave. 3. Directed. If the employee is directed by their supervisor to work additional hours in a day the additional time will be paid as overtime with no additional accrual of leave. <p>A sessional employee will accrue annual and personal leave based on their ordinary hours worked each fortnight and will be paid at single time for any public holiday not worked that falls within a weekly period of the employee's days of work.</p>
Casual (irregular and intermittent employment)	20	<p>Casual employees may be engaged on a non-ongoing basis to undertake irregular or intermittent duties and will be paid on an hourly basis inclusive of a 25%</p>

		<p>loading in lieu of all paid leave entitlements except Long Service Leave.</p> <p>A casual who is eligible for the Workplace Responsibility Allowance will be paid the full amount.</p>
Non-ongoing employment	21	<p>Non-ongoing employees will have the same conditions of employment as an ongoing employee with the exceptions of personal/carer's leave and redundancy if the non-ongoing employee's contract is not permitted by section 333E of the Fair Work Act.</p>
Meal Breaks	22	<p>This provides that employees will be entitled to an unpaid meal break of at least 30 minutes that must be taken after 5 hours of continuous duty. This clause also allows an employee to make a request to their supervisor to defer their meal break to a later time if it can be operationally accommodated.</p> <p>The clause also provides that if an employee is directed or, in the case of travel for parliamentary committees, required, to continue work, the employee will be paid overtime until the break is taken.</p>
Flexitime	23	<p>This clause outlines the conditions regarding flexitime that apply to PSL1-6 employees who are not shift workers (see Dictionary) or casuals. The accrual of flexitime is on an hour for hour basis and the clause outlines the circumstances in which flexitime is accrued and the way in which it should be managed.</p> <p>The clause provides for an employee to cash out their flex credits when they reach a balance of 75 hours and has a means for payment of flex balances on cessation of employment. Similarly there is a mechanism for allowing an employee to go into a flex debit, and the circumstances in which that debit can be recovered, including on cessation of employment.</p> <p>The Secretary may also determine that an employee is not entitled to accrue flexitime for a specified period in certain circumstances.</p>
Working Arrangement for Employees at the Parliamentary Executive Levels (PEL1 and 2)	24	<p>This clause outlines the conditions that relate to the accrual and use of Parliamentary Executive Level Time Off in Lieu (PELTOIL). PEL1 employees may accrue up to 37 hours and 30 minutes of PELTOIL and if an employee reaches this limit they will be granted an agreed amount of time off within three months of reaching that limit.</p>

		<p>This clause also provides that the Secretary can approve payment of an allowance of 4% of salary for PEL staff required to perform extra duties on a regular and continuing basis in support of Parliament outside of ordinary hours.</p>
<p>Shift Work</p>	<p>25</p>	<p>This clause provides the principles and payment applied for employees who perform shift work. This clause does not apply to an employee who works designated hours, rather only those employees who are shift workers as defined in the Definitions.</p> <p><u>Rostering Principles</u> Shift workers will work according to a roster and the development of that roster is subject to the conditions within this clause. This clause provides, among other things, that the length of a shift is to be 7 hours and 30 minutes of duty, with a maximum of 16 hours (inclusive of overtime) that can be worked continuously. Shift workers must receive a break of 10 hours between two periods of duty and cannot work more than seven consecutive night shifts (unless the employee agrees).</p> <p><u>Penalty Rates</u> An employee who works any part of their shift outside the hours of 6am to 6pm Monday to Friday is entitled to payment of penalty rates for all hours worked. This clause contains an evening rate (15%) night rate (34%) Saturday rate (50%), Sunday Rate (100%) public holiday rate (150%) and a rate for shift workers rostered off on a public holiday (100%).</p>
<p>Overtime</p>	<p>26</p>	<p>This clause outlines the circumstances in which overtime is payable to a PSL 1-6 employee. Overtime is payable when an employee is directed by their supervisor to work:</p> <ul style="list-style-type: none"> (a) in excess of 7 hours and 30 minutes Monday to Friday or (b) on weekends and public holidays when the employee would not normally be rostered for ordinary duty. <p>If an employee perform overtime they will be paid:</p> <ul style="list-style-type: none"> (a) time and a half for the first three hours worked on Monday to Saturday (b) double time for hours after the first three Monday to Saturday and for all overtime hours on Sundays

		<p>(c) double time and half for overtime worked on a public holiday outside the employee’s normal hours of duty and time and a half within their normal hours.</p> <p><u>TOIL</u> PSL1-6 employees can elect to accrue time off in lieu ‘TOIL’ credits instead of overtime payment. TOIL is calculated at the same rate as above.</p> <p>An employee who works overtime between two periods of ordinary duty and does not receive a 10 hour break is entitled to be paid overtime until that break is taken. An employee will not suffer a loss of pay, leave, flextime or TOIL due to the operation of the 10 hour break.</p>
Job Security	27	<p>This clause sets out DPS's recognition of the job security of employees, including mandatory reporting to the DPS Staff Consultative Forum and commitment to review casual and non-ongoing arrangements to support ongoing employment as the usual form of employment.</p>
Flexible Working Arrangements	28	<p>This clause outlines DPS's commitment to genuinely consider employees' flexible work requests and approve these where possible. Flexibility applies to all roles in the agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances. This could include job sharing or part-time work. There are no caps on the number of days you can request to work from home and your agency will consider your request based on its merits and business requirements.</p> <p>Consideration must be given to connection to country and cultural obligations when reviewing First Nations flexible work requests and change of location requests. While it is not DPS's responsibility to set up your home office, agencies may provide equipment or reimbursement of costs associated with working from home arrangements.</p>

Part 3 – Leave

Issue	Clause Number	Summary of Clause
General Matters	29	This clause provides for when the Secretary may approve applications for leave, the reimbursement of leave and payment of incidental expenses when an employee is recalled to duty and that leave deductions for a part day absence will be based on the period of absence
Portability of Accrued Leave Entitlements	30	This clause provides the circumstances in which an employee who commences employment with DPS can have certain leave entitlements recognised.
Recognition of Prior Service	31	This clause provides for recognition of prior service for the purposes of personal leave from specified previous employers.
Personal/Carer's Leave	32	<p>This clause provides the entitlement to Personal/Carer's Leave and the circumstances in which it can be taken.</p> <p>All employees, except casuals and new engagements, will accrue 19 days of Personal Leave each year, accrued daily. For new engagements (not transfers) personal leave entitlement of 19 days will be credited upon commencements for the first 12 months. Following this period, entitlements will accrue daily.</p> <p>This leave can be taken in the event of personal illness or injury to the employee, to provide care or support to members of the employees' immediate family, those the employee provides care and support to or household members who are ill, injured, or where there is an unexpected emergency including death affecting the family or household member. This leave can also be used to attend appointments with a registered health practitioner. In addition, this leave can be taken where there are other significant personal circumstances requiring the employee's absence.</p> <p>Employees may be requested to provide evidence for absences of more than 3 consecutive days or more than 8 days without evidence in a calendar year. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months.</p>
Compassionate Leave	33	An employee (except a casual) may take three days of paid Compassionate Leave where a member of the employee's immediate family, household or someone

		<p>they have a close personal relationship with contracts or develops a personal illness that poses a serious threat to life or sustains a personal injury that poses a serious threat to life, or the employee or their spouse/partner has a miscarriage. A casual employee is entitled to unpaid Compassionate Leave in the same circumstances.</p> <p>Employees are generally not required to provide evidence for Compassionate Leave absences, however the Secretary may request that evidence is provided.</p>
<p>Bereavement Leave</p>	<p>34</p>	<p>An employee (except a casual) may take three days of paid Bereavement Leave where a member of the employee’s immediate family, household or someone they have a close personal relationship with dies, or a child is stillborn, where the child was a member of their family or household. A casual employee is entitled to unpaid Bereavement Leave in the same circumstances.</p> <p>Employees are generally not required to provide evidence for Bereavement Leave absences, however the Secretary may request that evidence is provided.</p>
<p>Annual Leave</p>	<p>35</p>	<p><u>Entitlement</u> This clause provides that employees will accrue four weeks of Annual Leave for each year of service. A shift worker who works ordinary duty on Sundays will accrue an additional half day of leave for each Sunday on which they perform ordinary duty, up to a maximum of five days. Any unused credits will be paid to an employee on termination of their employment.</p> <p><u>Accumulation</u> This clause states that where an employee has a leave balance of 8 weeks of annual leave (10 weeks for a shift worker) and there is not a plan for using that leave, they may be directed by their supervisor to take Annual Leave subject to certain conditions.</p> <p><u>Re-Crediting</u> This clause provides that if an employee is on Annual Leave and meets the criteria for either Personal Leave, Compassionate Leave or Community Service Leave, the employee’s Annual Leave will be re-credited and the other form of leave will be granted.</p> <p><u>Half pay</u> An employee may apply to take their Annual Leave at half pay.</p>

		<p><u>Cash Out</u></p> <p>An employee may apply to cash out an amount of Annual Leave subject to the following criteria:</p> <ul style="list-style-type: none"> (a) the employee must have taken at least 10 days of annual leave in the preceding 12 months, and (b) the employee will have at least four weeks of annual leave remaining after the cash out.
Purchased Leave	36	This clause provides that an employee may elect to purchase up to additional 6 weeks of leave. While this leave must be purchased in blocks of 1 week (with a minimum of 1 week that can be purchased), the employee can take this leave in any combination of days or hours (ie there is no minimum amount of days to be taken).
Parental Leave	37	This clause outlines leave entitlements for an employee who is a primary or secondary caregiver. This clause also outlines entitlements for adoption and long-term foster care, stillbirth, pregnancy loss and premature birth.
Miscellaneous Leave	38	This clause provides that the Secretary may approve other forms of leave, either paid or unpaid, that are not provided for in the Agreement.
Long Service Leave	39	This clause provides for an entitlement to Long Service Leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976. The minimum period of leave that can be taken is 7 days (or 14 days at half pay).
Cultural, Ceremonial and NAIDOC Leave	40	This clause provides for an entitlement for: <ul style="list-style-type: none"> - First Nations employees to access 1 paid day of leave to participate in NAIDOC week activities, and up to 6 days of paid leave over 2 years to participate in significant activities; and - all employees have to access 3 days of paid leave per year for the purpose of attending significant religious or cultural obligations associated with their particular faith or culture.
Re-crediting of Leave	41	This clause provides that if an employee is on annual leave, purchased leave, defence reservist leave, First Nations ceremonial leave, NAIDOC leave, cultural leave or long service leave and becomes eligible for the other types of leave, then the affected period of leave will be re-credited.
Close-down and Additional Holiday	42	This clause provides for employees to be granted two paid days off work between Christmas and New Year as close down days. If an employee is directed to work during this period they will receive a day in lieu. Similarly, a shift worker rostered off on a close-down day will also be granted a day in lieu.

		This clause also provides for an additional holiday the day after Boxing Day.
Public Holidays	43	This clause specifies the 11 public holidays provided under the Agreement, in addition to any other holidays gazetted by the ACT Government.
Defence Reservists Leave	44	An employee who has obligations to fulfil to the Australian Defence Force Reserve, Continuous Full Time Service or Cadet Force obligations may be granted either paid or unpaid leave.
Defence Service Sick Leave	45	This clause provides that the Secretary may provide either paid or unpaid leave to an employee who undertakes an eligible community service activity, including jury service and voluntary emergency management activity.
Community Service Leave	46	This clause provides that the Secretary may provide either paid or unpaid leave to an employee who undertakes an eligible community service activity, including jury service and voluntary emergency management activity.
Jury Duty	47	This clause provides for employees who are required by a court to attend either for jury selection or act as a juror.
Emergency Response Leave	48	This clause provides paid leave for employees who engage in an eligible community service activity in line with section 108 of the Fair Work Act. The Secretary may provide paid and/or unpaid leave for ceremonial duties and training
Leave to attend proceedings	49	This clause provides for an entitlement to witness leave. Employees who need to give evidence before a court, tribunal or royal commission on behalf of the Commonwealth will be considered to be on duty. Employees who need to give evidence in relation to their duties will be released from duty without loss of pay. Employees who need to give evidence for any other reason may be able to access paid or unpaid miscellaneous leave.
Blood Donation	50	This clause provides for time away from work to donate blood, plasma or platelets. It includes reasonable travel time. You will be considered on duty. You need to inform your manager when you'll be away from work.
Lactation and Breastfeeding Support	51	This clause provides for access for employees to breastfeed, express milk and other associated activities in appropriate facilities, flexible working arrangements, and reasonable paid time for these activities.
Disaster Support	52	This clause provides for support for employees affected by official emergencies or natural disasters. This includes through flexible working arrangements and paid miscellaneous leave.

Part 4 – Employee Support and Workplace Culture

Issue	Clause Number	Summary of Clause
Respect at Work	53	This clause aims to better support individuals and agencies to understand, prevent and address workplace sexual harassment. DPS recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority, that approaches to prevent sexual harassment, sex-discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with Australian Human Rights Commission guidance, and will consult with employees to develop, review, and evaluate approaches to prevent sexual harassment, sex discrimination, sex-based harassment, and victimisation in the workplace.
Family and domestic violence support	54	This clause provides for individual and holistic support for employees experiencing family and domestic violence. This includes the entitlement to access paid leave as needed for their circumstances, and a commitment to protect employees' privacy.
Integrity in the Parliamentary Service	55	This clause mirrors the APS-wide standard for integrity and transparency. DPS recognises the importance of procedural fairness to build and maintain trust and fair and impartial processes for employees impacted by service-wide or DPS decisions. DPS encourages employees to give frank, honest, timely advice based on the best available evidence, and will not discriminate against employees who have given advice in line with their expertise. Employees can access an APS-wide ethics advisory service or something similar and will need to attend agency mandated training.

Part 5 – Salary

Issue	Clause Number	Summary of Clause
Classification Structure	56	This clause states the classification structure for DPS is in Appendix A.
Work Level Standards	57	This clause sets out that the work described at each of the classification levels are in line with the Australian Public Service Work Level Standards.
Salary Setting	58	<p>An employee who is promoted or engaged their salary will be at the minimum pay point for the classification, unless the Secretary determines a higher point.</p> <p>This clause states that the Secretary may determine payment of salary at a higher increment in line with the relevant classification and the date of effect at any time.</p>
Salary maintenance	59	<p>This clause provides for an employee transferring from another Parliamentary Service or APS agency with a salary higher than the maximum in the DPS classification structure, to have their salary maintained until the DPS salary catches up.</p> <p>If an employee transfers into DPS from another Parliamentary Service or APS agency and their salary is not aligned to a DPS pay point, the employee will be moved to the next higher pay point.</p>
Salary Advancement	60	This clause provides that where an employee is rated effective or higher as part of the performance management scheme their salary will to move to the next higher pay point for their classification (Appendix A or B).
Incremental Advancement Principles	61	This clause provides that employees will be eligible for incremental advancement through the classification increments if the employee is satisfactory or higher in the performance cycle and has 6 months of aggregate eligible service with the department, including acting arrangements. For those employees with less than 6 months service, the Secretary may determine a higher salary.
Reduction in Salary	62	The circumstances in which an employee's salary can be reduced.
Broadbanding	63	This clause provides for the Secretary to establish broadbands to suit operational arrangements and preserves all existing broadbands under the 2017 EA.
Adjustments to Rates of Pay	64	<p>This clause states the pay increases during the life of the Agreement:</p> <ul style="list-style-type: none"> • 4% on the day of commencement

		<ul style="list-style-type: none"> • 3.8% 12 months from commencement, and • 3.4% 18 months from commencement.
Payment of Salary	65	This clause provides the formula for calculating and method to pay an employee's fortnightly salary.
Superannuation	66	<p>This clause provides that:</p> <ul style="list-style-type: none"> • DPS will make compulsory employer superannuation contributions in accordance with the applicable legislation and fund requirements; • the default superannuation scheme for new employees will be the Public Sector Superannuation accumulation plan (PSSap), however DPS also recognise funds employees choose so long as they are able to accept electronic funds transfer; • employer contributions to the PSSap and choice funds will be 15.4 per cent of the employee's ordinary time earnings; and • employer contributions will not be paid on behalf of an employee while the employee is on a period of unpaid leave that does not count as service, except for during unpaid Maternity, and Parental leave, and unless otherwise prescribed by legislation.
Overpayments	67	This clause provides for how DPS will manage overpayments to employees. An overpayment will happen when DPS provides more money to an employee than what employees are meant to get. DPS must provide notice in writing, employees can dispute this within 28 days, and if the overpayment is verified it must be repaid. This clause also provides for repayment arrangements to be entered into with the agency. No interest will be charged on repayments of overpayment amounts.
Salary Sacrifice	68	<p>This clause provides that DPS may approve a proposal to salary sacrifice a component of their pre-tax earnings provided it is consistent with ATO Guidelines and DPS Policy.</p> <p>An employee's salary for superannuation will be calculated as if a salary sacrificing arrangement was not entered into.</p>
Cadet Rates of Pay	69	This clause states the rates of pay for a cadet.
Apprentices	70	This clause contains the arrangements in place for payment of salary, and advancement of apprentices.

Apprenticeships for Ongoing DPS Employees	71	This clause contains the arrangements in place for payment of salary, and advancement of apprentices who were ongoing employees prior to commencing their apprenticeship.
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Part 6 – Allowances

Issue	Clause Number	Summary of Clause
Restriction Duty Allowance	73	<p>This clause provides for the payment of an allowance where an employee is required to be contactable and available to perform extra duty outside of their ordinary hours.</p> <p>The allowance paid will be either a weekly amount or a daily amount with additional payment of \$60 being made on public holidays.</p> <p>If an employee on restriction is recalled to duty they will be paid overtime subject to specified minimum periods and travel arrangements.</p>
Higher Duties Allowance	74	<p>This clause provides that if an employee performs the duties of a higher classification for a period of two weeks or more they will receive an allowance equal to the difference between their normal salary and the higher salary.</p>
Motor Vehicle Allowance	75	<p>This clause provides that if an employee is required to use their own vehicle for official purposes they will be paid a per kilometre allowance as specified by the ATO.</p>
Travel and Travel Allowance	76	<p>If an employee is required to travel from Canberra for official duties, DPS will meet reasonable meal and incidental costs as determined by the Secretary. The rate of travel allowance will be as determined by the relevant ATO ruling.</p> <p>This clause also provides that employees who travel in support of parliamentary committees will have that time recognised as duty to be paid in accordance with Part 2.</p>
Workplace Responsibility Allowance	77	<p>The clause provides for the payment of workplace responsibility allowance of \$30.51 p/f for employees who are appointed by or elected to be a First Aid Officer, Health and Safety Representative, Emergency Warden, Harassment Contact Officer, and Mental Health First Aid Officer. This allowance will increase in line with the salary increases.</p> <p>Employees are only eligible to receive one workplace responsibility allowance, unless approved by the Secretary.</p> <p>This clause also provides for eligible casual employees to be paid a workplace responsibility allowance.</p>
Community Language Allowance	78	<p>This clause provides for an entitlement for employees who are required to use a language other than</p>

		English in their role to be paid a Community Language Allowance. The amount of allowance paid is classified in two categories, for simple communications or a certified translator/interpreter or equivalent.
Other Payments	79	This clause grants the Secretary authority to determine other payments and conditions above the provisions of the Agreement, in exceptional circumstances.
Reimbursement of Costs	80	This clause contains the circumstances in which the Secretary may approve reimbursement of costs relating to relocation assistance, loss or damage to clothing and personal effects, protective clothing and uniforms and other additional work-related costs. This clause also provides for the payment of an annual footwear allowance of \$304 to employees or a work group.
Licence Allowances	81	This clause provides for payment of an annual licence allowance of \$1500 to employees required to hold a current licence in Plumbing, Electrical, Refrigeration and Advanced Gasfitters and \$1200 to employees required to hold a Alimak licence.
Loading Dock Screening Allowance	82	This clause provides for payment of an hourly allowance of \$0.97 to employees who are on a permanent Loading Dock roster line and have completed the training in order to assess mail and other items in the Loading Dock. This amount will increase in line with salary increases.

Part 7 – People and Performance

Issue	Clause Number	Summary of Clause
Studies Assistance	83	This clause provides for the approval of financial support and/or study leave to employees to support formal study.
Performance Management	84	<p>This clause establishes DPS’s performance management scheme, to be given effect through DPS policy. For the duration of the Agreement any proposed changes to the existing policy will be considered by the Consultative Forum before being finalised.</p> <p>The performance management cycle will be from 1 July to 30 June.</p> <p>In addition to this, it provides that if an employee’s performance is unsatisfactory at the end of the performance cycle it will be managed in accordance with DPS performance management policy.</p>
Training and Development	85	This clause states that DPS recognises the importance of continuous learning and development.
First Nationals Cultural Competency Training	86	These clauses establish that PEL2 employees, within a defined timeframe of the 2024 agreement commencing, will complete relevant First Nations cultural competency training.

Part 8 – Resignation, Retention, Redeployment and Redundancy

Issue	Clause Number	Summary of Clause
Application	87	This clause states that this part does not apply to employees who are non-ongoing or on probation.
Resignation	88	This clause provides the minimum time period an employee may provide to resign from employment. The Secretary has the discretion to agree to a shorter period or waive the requirement to give notice.
Managing Excess Employees	89	This clause outlines the process for identifying, consulting with, and managing excess employees. This clause provides for voluntary retrenchment to be facilitated and the relevant notice period.
Severance Benefit	90	This clause provides the criteria for calculating the severance benefit payable to an employee under this Part.
Retention Periods	91	This clause states the retention period that applies to an employee under this Part and the steps the Secretary will take prior to exercising a decision to terminate an employee.
Involuntary Retirement	92	This clause stipulates the circumstances in which an employee may be involuntarily retired.

Schedule 1 – Catering

Issue	Clause Number	Summary of Clause
Rostering	1	<p>This clause contains the rostering principles for PSL 1-6 employees working within the Catering Workgroup. These principles include:</p> <ul style="list-style-type: none"> • A full time employee will work 37.5 hours a week with the hours of work in a 24 hour period not to exceed 10 hours. • Only 1 split shift will be rostered in a 24 hour period. • An employee is entitled to a 10 hour break between periods of duty, including overtime, though not when an employee’s hours are not continuous. • Employees will not be required to work more than 4 consecutive night shifts. • Employees will not be required to work no less than two consecutive night shifts.
Penalty Rates	2	<p>This clause contains the penalty rates that are to be paid for shifts where any part of duty falls outside the hours of 06:00am and 06:00pm Monday to Friday</p> <p>These penalty rates are:</p> <ul style="list-style-type: none"> • 15% for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am. • 34% for each shift in which any part of duty is performed between the hours of 12:00am and 06:00am. • 50% shift penalty for all rostered hours worked on Saturday • 100% shift penalty for all rostered hours worked on Sunday. • An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty. • 150% shift penalty for all rostered hours worked on a Public Holiday. <p>While on annual leave, employees who work a roster will be paid 50% of all penalties that they otherwise would have received had they remained on duty.</p>
Overtime	3	<p>This clause provides that overtime is payable to employees at the same rate as clause 26.2, where an employee works in excess of their ordinary hours of duty on any day.</p>

Allowances	4	This clause provides for payment of a footwear allowance of \$304 each year to purchase shoes. This clause states that DPS will provide and maintain protective clothing and uniforms for Catering employees, and provide a dry cleaning service.
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Schedule 2 – Electrical, Mechanical and Fabric Services

Issue	Clause Number	Summary of Clause
Broadbanding	1	This clause sets out the existing broadband arrangements for employees in this Schedule and the advancement criteria within the broadbands.
Flexibility Payment	2	<p>This clause provides that employees to whom this clause apply, will receive a salary at 1.17 times the normal rate, which is, among other things, paid on leave, counts for overtime and counts for superannuation purposes.</p> <p>These clauses also provide the principles surrounding the organisation of employees hours of work namely:</p> <ul style="list-style-type: none"> • A maximum of 40% of total designated working hours may be required to be worked outside of 6am to 6pm; • On sitting days designated hours outside of 6am to 6pm will include a paid meal break; • A maximum of 10 Saturdays or Sundays may be required to be worked each financial year; • Designated hours of duty are to be determined at least fortnightly in advance; • In emergency situations (no more than twice a year) employees agree to changed designated hours without five days notice; and • If notice isn't given employees will receive payment at \$35 for each working day where the notice isn't given.
Overtime	3	<p>This clause provides that overtime is payable to employees in this Schedule at the rate set out in clause 26.2. It also specifies the circumstances in which overtime is paid:</p> <ul style="list-style-type: none"> • When not continuous with their determined hours; • When working more than 10 hours in a day or shift; • When an employee has a flex credit greater than 75 hours; or • In exceptional circumstances.
Apprentices	4	This clause recognises DPS' commitment to apprentices.

Schedule 3 – Evening Duty

Issue	Clause Number	Summary of Clause
Evening Duty Rate	1	<p>This clause provides for the payment of a rate of salary at 1.04 the normal rate for employees who work in areas work after 7:30pm in support of Parliament and its committees. The term states that employees in this Schedule are not shift-workers. This rate is payable among other things, on leave, including long service leave, and for superannuation purposes.</p> <p>This clause also provides for the establishment of an arrangement of designated hours for staff and detail on the way hours of work are organised. It also states that employees in this part are entitled to flextime and overtime payments.</p>

Schedule 4 – Landscape Services

Issue	Clause Number	Summary of Clause
Broadbanding	1	This clause provides that the broadbands for PSL 1-5 employees in Landscape Services are contained in Appendix B.

Schedule 5 – Parliamentary Security Service

Issue	Clause Number	Summary of Clause
Rostering Principles	1	<p>This clause contains the rostering principles that apply to PSS employees. These principles provide:</p> <ul style="list-style-type: none"> • Full-time employees will work 37 hours and 30 minutes in a week, with ordinary hours of duty not to exceed 12 hours in a day with a minimum shift length being 8 hours. • The maximum period of continuous work that can be performed is 16 hours (inclusive of overtime). • Employees can exchange shifts or rostered days off subject to certain criteria. • Employees will receive a 10 hour break between two periods of duty, and will be paid at overtime rates if this break is not provided. • The minimum number of consecutive night shifts is 2, with a maximum of 4, unless the employee agrees to do so. • Rosters will be provided at least seven days in advance. Seven days notice is required for an individual shift change however it can be made by consent. If this notice is not given the employee is entitled to be paid overtime for work outside the previously rostered hours, subject to certain criteria. • An employee may be redeployed with 24 hours notice to another shift if there is a surplus of staff on that shift.
Penalty Rates	2	<p>This clause contains the penalty rates that are to be paid for shifts where any part of duty falls outside the hours of 06:30am and 06:00pm Monday to Friday.</p> <p>These penalty rates are:</p> <p>15% for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am.</p> <p>34% for each shift in which any part of duty is performed between the hours of 12:00am and 6:30am.</p> <p>50% shift penalty for all rostered hours worked on Saturday.</p> <p>100% shift penalty for all rostered hours worked on Sunday.</p>

		<p>An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty.</p> <p>150% shift penalty for all rostered hours worked on a Public Holiday.</p> <p>While on annual leave, employees who work a roster will be paid 50% of all penalties that they otherwise would have received had they remained on duty.</p>
Allowances	3	<p>This clause provides for the payment of higher duties allowance for a period of one shift or more.</p> <p>It also provides for payment of a footwear allowance of \$304 each year to purchase shoes.</p> <p>This clause states that DPS will provide and maintain protective clothing and uniforms for PSS employees, and provide a dry cleaning service (excluding shirts).</p>
Overtime	4	<p>This clause provides for the circumstances in which overtime is payable. DPS will pay overtime where overtime is consecutive with rostered duty, when it is not consecutive with duty (subject to a 4 hour minimum payment) and when overtime is required at short notice (subject to a 4 hour minimum payment plus reasonable travel time).</p>
Meal Breaks	5	<p>This clause provides that an employee working up to 10 ordinary hours will receive at least a 39 minute unpaid meal break to be taken within 5 continuous hours of duty. If the employee does not receive this break in this time they shall be paid overtime until the break is taken.</p> <p>For employees working ordinary hours exceeding 10 hours, they will receive two 30 minute unpaid meal breaks to be taken within 5 continuous hours of duty.</p>
Essential Qualifications	6	<p>This clause provides that employees are required to achieve and maintain competence in all areas relating to their employment and DPS will provide formal and on-the job training to achieve initial and refresher competencies.</p>
Absence for Part of a Shift	7	<p>This clause states that leave deductions for a part day absence will be based on the period of absence from the workplace.</p>
Sessional Part-Time	8	<p>This clause provides the arrangements for sessional part-time employment in the PSS.</p>

Appendix A – Salary

This is a table of the salary rates for employees not covered by a broadband, and their increases during the life of the Agreement.

Appendix B – Broadband Arrangements

This Appendix contains the salary tables for employees who work in an area where a classification has been broadbanded, and their increases during the life of the Agreement.

Appendix C – Definition

This Appendix contains definitions of key words used throughout the Agreement.

Appendix D – Trainees

This Appendix contains the arrangements that apply to Trainees.

Appendix E – Supported wage system

This Appendix contains the arrangements for employees who work according to a supported wage system.

Appendix F – Interaction with Salary

This table shows the interaction of certain allowances, payments and salary for the purposes of leave, overtime and superannuation etc.