



PARLIAMENT OF AUSTRALIA  
DEPARTMENT OF PARLIAMENTARY SERVICES

**ENTERPRISE  
AGREEMENT**

**2017**



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# Part 1 - General Matters

## 1 Title

- 1.1 This agreement shall be known as the 'Department of Parliamentary Services Enterprise Agreement 2017' (the Agreement).

## 2 Preamble

- 2.1 This Agreement provides the terms and conditions of employment of the employees covered by this Agreement, other than the other terms and conditions applying under Commonwealth law.
- 2.2 Any policies or guidelines referred to in this Agreement do not form part of the Agreement.
- 2.3 DPS recognises the value of a diverse workforce in helping DPS fulfil its mission, and will strive to reflect the diversity of the Australian community in its workforce.

## 3 Coverage

- 3.1 This Agreement is an "Enterprise Agreement" pursuant to section 172 of the *Fair Work Act 2009*.
- 3.2 This Agreement shall cover:
- (a) The Secretary of the Department of Parliamentary Services on behalf of the Commonwealth; and
  - (b) Employees of the Department of Parliamentary Services, other than Senior Executive Service Employees, as described in the *Parliamentary Service Act 1999*.

## 4 Duration

- 4.1 This Agreement shall commence operation seven days after the date on which it is approved by the Fair Work Commission. The nominal expiry date of the Agreement is three years after commencement.

## 5 Employment Subject to Other Laws

- 5.1 It is acknowledged that being an employee of DPS is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, including but not limited to:
- (a) *Administrative Decisions (Judicial Review) Act 1977*;
  - (b) *Age Discrimination Act 2004*;
  - (c) *Defence Reserve Service (Protection) Act 2001*;

- (d) *Disability Discrimination Act 1992*;
- (e) *Fair Work Act 2009*;
- (f) *Freedom of Information Act 1982*;
- (g) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (h) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (i) *Parliamentary Service Act 1999*;
- (j) *Public Governance, Performance and Accountability Act 2013*;
- (k) *Safety, Rehabilitation and Compensation Act 1988*;
- (l) *Sex Discrimination Act 1984*;
- (m) *Superannuation Act 1976*;
- (n) *Superannuation Act 1990*;
- (o) *Superannuation Act 2005*;
- (p) *Superannuation (Consequential Amendments) Act 2005*;
- (q) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
- (r) *Superannuation Guarantee (Administration) Act 1992*;
- (s) *Superannuation Productivity Benefit Act 1988*;
- (t) *Veteran's Entitlements Act 1986*; and
- (u) *Work Health Safety Act 2011*.

Any reference to the Acts listed in this clause includes a reference to regulations or instruments made under those Acts or their successor Acts.

- 5.2 Where there is a reference in this Agreement to a particular part of DPS, that reference will continue to apply to any successor part of DPS resulting from any reorganisation of the department.

## **6 Delegation**

- 6.1 The Secretary may in writing delegate to an employee any of his or her powers or functions under this Agreement.
- 6.2 Any power or function delegated to an employee by the Secretary cannot be subsequently delegated by that employee to another employee.

## **7 Resolving Disputes**

- 7.1 If a dispute relates to:

- (a) a matter arising under this enterprise agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

- 7.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 7.5 The Fair Work Commission may deal with the dispute in two stages:
  - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

**Note:** If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

- 7.6 While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

7.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **8 Individual Flexibility Arrangements**

8.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) remuneration;
  - (iii) overtime rates;
  - (iv) penalty rates;
  - (v) allowances;
  - (vi) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 8.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

8.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing-at any time.

## **9 Consultation**

- 9.1 DPS is committed to giving effect to a consultative working environment.
- 9.2 The parties covered by this Agreement agree to maintain the DPS Consultative Forum and its sub-committees, such as the Parliamentary Security Service Workplace Consultative Committee, as forums for consultation to discuss matters relating to the implementation and operation of this Agreement.
- 9.3 The objectives of the DPS Consultative Forum and its subcommittees are to:
- (a) promote good workplace relations in DPS;
  - (b) improve mutual understanding between management and employees;
  - (c) provide a forum for open consultation between management and employees aimed at resolving different points of view in a mutually acceptable manner;
  - (d) facilitate the mutual exchange of information; and
  - (e) review their own effectiveness and operations.
- 9.4 The DPS Consultative Forum will comprise management representatives and employee representatives being elected from employees in each Division or at Branch level where the Branch is not part of a Division.
- 9.5 Further information on consultation arrangements in DPS may be found in the *DPS Consultation Terms of Reference*. The *Terms of Reference* may only be changed with the agreement of the Consultative Forum.

### **Consultation about change**

- 9.6 This clause applies if the Secretary:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Consultation on major change**

- 9.7 For a major change referred to in clause 9.6(a):
- (a) the Secretary must notify the relevant employees of the decision to introduce the major change; and
  - (b) clauses 9.8 to 9.13 apply.
- 9.8 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

9.9 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the Secretary of the identity of the representative, the Secretary must recognise the representative.

9.10 As soon as practicable after making a decision described in clause 9.6(a), the Secretary must:

(a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures the Secretary is taking to avert or mitigate the adverse effect of the change on employees.

(b) for the purposes of the discussion - provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect employees.

However, the Secretary is not required to disclose confidential or commercially sensitive information to relevant employees.

9.11 The Secretary must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.12 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of DPS, the requirements set out in clauses 9.7(a), 9.8 and 9.10 are taken not to apply.

9.13 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Secretary's workforce or of the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructure of jobs.

#### Consultation on change to regular roster or ordinary hours of work

9.14 For a change referred to in clause 9.6(b):

- (a) the Secretary must notify the relevant employees of the proposed change; and
- (b) clauses 9.15 to 9.19 apply.

- 9.15 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 9.16 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the Secretary of the identity of the representative, the Secretary must recognise the representative.
- 9.17 As soon as practicable after proposing to introduce the change described in clause 9.6(b), the Secretary must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion - provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change on the employees; and
    - (ii) information about what the Secretary reasonably believes will be the effects of the change on the employees;
    - (iii) information about any other matters that the Secretary reasonably believes are likely to affect the employees; and
    - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to family or caring responsibilities).

However, the Secretary is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 9.18 The Secretary must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.19 In this clause, 'relevant employees' means the employees who may be affected by a change referred to in clause 9.6.

## **10 Work Health and Safety (WHS)**

- 10.1 DPS is committed to providing its employees with a safe and healthy workplace and to a policy that enables effective cooperation with employees on WHS matters. The WHS rights and responsibilities of the parties covered by this Agreement are contained in the *Work Health and Safety Act 2011 (Cth)*.
- 10.2 DPS will provide employees and their families with access to a confidential and professional employee assistance program, for work-related or personal problems.

- 10.3 DPS will pay the actual cost of membership of the Parliament House Health and Recreation Centre for each employee who wishes to join. Subject to guidelines issued by the Secretary, DPS will provide funds for other measures including:
- (a) employee-related health monitoring programs which, for example, may include stress management programs or quit smoking programs;
  - (b) the provision of ergonomic assessments as requested and/or as required;
  - (c) eyesight tests every two years, and a maximum contribution of \$153 for eyewear if a problem was or may be caused by or attributed to DPS duties where visually demanding tasks are required; and
  - (d) an annual vaccination program, open to all employees. This program will include, but not be limited to, an influenza vaccine. Other “at risk” vaccination programs may include hepatitis and tuberculosis. The “at risk” vaccination program will be reviewed annually in consultation with employees.

## **11 Payment on Death**

- 11.1 Where an employee dies, or is deemed by the Secretary to have died on a certain date, the Secretary may approve the payment to their dependant(s) or legal representative of the amount to which the former employee would have been entitled had the employee ceased employment on resignation or retirement.

## **12 Employee Representation**

- 12.1 DPS respects the principles of freedom of association and recognises that it is every employee’s right to freely decide whether or not to join and be represented by a union in workplace matters.
- 12.2 DPS recognises that an employee may, in matters concerning their employment as referenced throughout this Agreement, choose to have a representative of their choice to support or represent them. DPS and the employee’s nominated representative will deal with each other in good faith.
- 12.3 Employee representatives play an important role in maintaining a positive workplace culture. DPS recognises that employees who represent other staff do so in addition to their usual duties.
- 12.4 The role of employee representatives is to be respected and facilitated.

## Part 2 - Working Arrangements

### 13 Hours of Duty

- 13.1 The ordinary hours of duty for a full time employee will be 37 hours 30 minutes per week or an average of 7 hours 30 minutes per day to be worked within the hours of 6.00am to 6.00pm Monday to Friday unless otherwise agreed by the Secretary.
- 13.2 Subject to clause 16, hours of duty will generally be agreed between the employee and their supervisor. Where agreement cannot be reached or where operational or other arrangements exist the Secretary may require an employee or a group of employees to work designated hours, within the timeframe stated in clause 13.1.

### 14 Part-time, Sessional and Casual Employment

#### Regular part-time employment

- 14.1 Employees may be engaged on a regular part-time basis to work regular weekly hours which are less than full-time hours.
- 14.2 Regular part-time employment may be initiated by either the Secretary (management initiated) or by an employee (employee initiated). Employee initiated part-time employment will only be implemented where it is consistent with the operational arrangements of the workgroup, except for part-time employment in accordance with clause 14.5.
- 14.3 For full-time employees converting to regular part-time employment, the period of the arrangement will be specified in writing, with a maximum 12 month period. At the end of this period, the employee will revert to full-time employment unless otherwise agreed.
- 14.4 For employer and employee initiated regular part-time employment the Secretary will agree in writing with the employee the number of hours to be worked and on what days, with a minimum of three hours to be worked consecutively on any one day. When directing a regular part-time employee to work additional hours, the Secretary will be mindful of the reasons the employee is working part-time.
- 14.5 DPS is mindful of family friendly employment policies and in accordance with the *Fair Work Act 2009* an employee returning to work from maternity or parental leave will have access to regular part-time employment subject to clause 14.3.
- 14.6 Remuneration and other entitlements for regular part-time employees will be calculated as a pro rata of full-time employment, based on hours worked. A regular part-time employee will receive the same amount as a full-time employee for allowances of a reimbursement nature.

- 14.7 If a regular part-time employee requests to work hours in addition to their agreed hours on a given day, or additional days in a week, and their supervisor agrees, the employee will be paid either single time or accrue flex credits for the additional hours worked. If, due to these additional hours or days, the employee becomes entitled to overtime, the provisions in clause 19 will apply.
- 14.8 Where a regular part-time employee is directed by their supervisor to perform duty in excess of the employee's agreed hours the additional duty shall be paid as overtime in accordance with clause 19.
- 14.9 For the purposes of clauses 14.7 and 14.8 "agreed hours" means the pattern of daily working hours agreed under clause 14.4.
- 14.10 Annual and personal leave entitlements will accrue at a rate calculated as a pro rata of the entitlement in this Agreement, based on the average over the week of the ordinary hours agreed with the employee.

#### Sessional part-time employment

- 14.11 Employees may be engaged on a sessional part-time basis to work a specified number of days and weeks which is less than the number of days and weeks a full-time employee would work in a year. Sessional part-time employment may be initiated by either the Secretary (management initiated) or by an employee (employee initiated).
- 14.12 For employee initiated sessional part-time employment the Secretary will agree with the employee in writing the hours and specified days the employee will work. Unless determined otherwise in consultation with the employee, 7 hours and 30 minutes will be the ordinary hours of duty for each specified day, or an average 7 hours and 30 minutes where the employee is working flexible hours. When asking a sessional part-time employee to work additional hours or days, the Secretary will be mindful of the reason the employee is working as a sessional part-time employee.
- 14.13 For management initiated sessional part-time employment the number of specified days will be determined by the Secretary in consultation with employees. The ordinary hours of duty on the specified days will be the same as set out in clause 14.12.
- 14.14 Subject to mutual agreement, a sessional part-time employee may perform their duties on a day other than their agreed days. If a change of this nature is made to the days of work for a sessional part-time employee, the employee shall be paid at their ordinary rate for the day or hours worked.
- 14.15 Where a sessional part-time employee requests, and with the agreement of the Secretary, performs duties in excess of their agreed hours on any day or during any week they will be paid single time or accrue flextime credits in accordance with clause 16.

- 14.16 Where a sessional part-time employee is directed by their supervisor to perform duty in excess of the employee's agreed hours on a day the additional duty shall be paid as overtime in accordance with clause 19.
- 14.17 For the purposes of clauses 14.15 and 14.16 "agreed hours" means the pattern of daily working hours, and days of work, agreed under clauses 14.12 and 14.13.
- 14.18 Annual and personal leave entitlements for sessional part-time employees will accrue at a rate calculated as a pro rata of the entitlement in this Agreement, and will be based on the number of ordinary hours worked in each fortnight.
- 14.19 Sessional part-time employees will be paid at single time for any public holiday not worked that falls within a weekly period of specified days or other days worked under clause 14.14. A period of specified days or other days worked includes either the day (or days) worked before or after a public holiday.

### Casual employment

- 14.20 Casual employees may be engaged on a non-ongoing basis to undertake duties which are, irregular or intermittent in nature.
- 14.21 Remuneration for casual employees will be on an hourly basis.
- 14.22 Casual employees will be paid a 25% loading in addition to the base hourly rate for those duties in lieu of payment for public holidays and in lieu of an entitlement to any type of leave provided for by this Agreement, except long service leave.

## **15 Meal Breaks**

- 15.1 Employees will take a meal break of at least 30 minutes after five hours of continuous duty. A supervisor may agree to a request by an employee to take their meal break at a later time, where they are operationally able to do so.
- 15.2 If, due to operational requirements, an employee is directed or, in the case of an employee supporting interstate parliamentary committees, is required to continue work immediately after five hours continuous duty, overtime at the relevant rate will be paid from that time until at least a 30 minute meal break is taken.

## **16 Flextime**

- 16.1 Flextime is a system of flexible working arrangements which enables employees and their supervisors to vary working hours and patterns.
- 16.2 The flextime provisions prescribed in clauses 16.3 to 16.10 apply to all employees who are classified at or below Parliamentary Service Level 6 (PSL 6), except shift workers and casual employees.

- 16.3 These flextime arrangements are based on the following principles:
- (a) flextime is a cooperative arrangement between management and employees, which provides for flexible working hours for employees to balance their work and personal lives and optimal organisational flexibility to meet operational requirements and deliver client services;
  - (b) supervisors accept their responsibility for the effective and fair administration of flextime arrangements;
  - (c) supervisors and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flextime and flex leave, into their overall approach to work planning; and
  - (d) participation in flextime is conditional on employees accurately recording times of attendance.
- 16.4 The Secretary may direct that flextime does not apply to an employee for a specified period:
- (a) where there is insufficient work outside the employees ordinary hours;
  - (b) due to operational requirements;
  - (c) where an employee does not adhere to the flextime requirements; or
  - (d) where the employee's supervisor reasonably considers the employee's attendance is unsatisfactory.
- 16.5 Where access to flextime is withdrawn the employee shall work a standard day of 7 hours 30 minutes between the hours of 8.30am and 12.30pm and 1.30pm and 5.00pm unless otherwise agreed by the Secretary.

#### Accrual of flextime credits and debits

- 16.6 An employee entitled to accrue flextime may accumulate flex credits on an hour for hour basis.
- 16.7 There will be a settlement period of four weeks. Employees may accrue a maximum flex credit of 75 hours in the four week settlement period. The maximum flex credit that can be carried forward at the end of a settlement period is 75 hours. Employees may take up to 75 hours flex leave in any settlement period. This restriction on taking flextime leave does not apply when an employee formally advises their intention to cease employment with DPS. Where an employee is unable to reduce their flex credit below 75 hours within two settlement periods, the employee may request in writing that the balance in excess of 75 hours be paid out. This payment will be made at the employee's ordinary rate of pay.
- 16.8 Employees will use their flextime credits before leaving DPS and supervisors will not prevent this from happening.
- 16.9 On cessation the employee's flex credit will be paid out as part of their final entitlement on an hour-for-hour basis where they have not been able to reduce their balance prior to ceasing employment.

- 16.10 Where an employee exceeds the maximum flex debit of 10 hours at the end of two consecutive four-week settlement periods, an employee may request to use annual leave or their accrued TOIL credits to reduce the hours in excess of the 10 hour debit. Should the employee have insufficient annual leave or TOIL credits to reduce the debit to 10 hours, the amount exceeding 10 hours shall be treated as leave without pay and a deduction made from the employee's salary to restore the employee's flex debit to 10 hours. On cessation, an employee's outstanding flex debit will be deducted from any final payment.

## **17 Working Arrangements for Employees at Parliamentary Executive Levels (PEL1 and 2)**

- 17.1 It is acknowledged that, to meet operational requirements, PEL employees may be required to work additional hours from time to time. It is also acknowledged that PEL employees may be directed to work additional hours on a parliamentary sitting night.
- 17.2 It is therefore important that PEL employees be assured that working agreed additional hours, as stated in clause 17.1, will be recognised through a "time off in lieu" (**PELTOIL**) arrangement.
- 17.3 The specific details of when the employee will work and how PELTOIL arrangements will work in practice will be agreed between the employee and their supervisor but it should be noted that, other than the additional working hours described in clause 17.4, an "hour for hour" accrual of PELTOIL is not envisaged.
- 17.4 For PEL1 employees, a PELTOIL scheme will operate in respect to those hours worked in excess of 40 hours a week for a full-time employee and pro-rata hours for a part-time employee. Under this scheme, those hours worked in excess of 40 hours a week will accrue as PELTOIL on an "hour for hour" basis.
- 17.5 The operation of these arrangements requires PEL1 employees to maintain a record of their working hours. PEL1 employees will be able to accrue up to 37 hours 30 minutes of PELTOIL.
- 17.6 It is considered good management practice to grant any time off under these arrangements as soon as practicable after PELTOIL has accrued. An employee who has accrued the maximum PELTOIL allowed for under clause 17.5 will be granted an agreed amount of time off within three months of reaching the PELTOIL maximum.
- 17.7 PEL1 employees cannot cash out any accrued PELTOIL on ceasing employment with DPS or go into debit under this scheme.
- 17.8 Where excessively long hours are worked consistently, PEL employees and their supervisors should discuss this with a view to identifying the underlying issues and finding acceptable solutions to address the cause such as re-allocation of workload.

- 17.9 The Secretary will direct employees not to work excessively long hours, or hours in excess of the standard day for an extended number of days.
- 17.10 The Secretary may approve payment of an allowance of four per cent of annual salary, on a case-by-case basis, to PEL employees who are required to perform extra duties on a regular and continuing basis in support of the Parliament outside of ordinary hours. This allowance will count as salary for superannuation purposes.

## **18 Shift Work**

- 18.1 The Secretary may require employees to work their ordinary hours of duty outside the hours of 6.00am to 6.00pm Monday to Friday. Where this is the case the supervisor will provide employees with shift rosters that specify the days on which the employee is required to work and the commencing and finishing times for each day. Clause 18 does not apply to employees who work designated hours.
- 18.2 The application of the provisions of this clause will operate in accordance with the following principles, except as provided in the workgroup-specific Schedules of this Agreement:
- (a) roster arrangements will meet operational requirements, and where practicable, efforts will be made to accommodate employee preferences in order to facilitate a healthy work-life balance;
  - (b) roster arrangements may be varied to meet the needs of a particular work area;
  - (c) variations to roster arrangements may also be implemented on an individual basis subject to mutual agreement between the employee and their supervisor;
  - (d) a full time employee will work an average of 37 hours 30 minutes per week to be reconciled over the roster cycle;
  - (e) a period of ordinary duty will not exceed 7 hours 30 minutes within a 24 hour period;
  - (f) unless an employee agrees, there will be no requirement to work more than seven consecutive 7 hour 30 minute night shifts, and night shifts will be worked as a block of no less than three consecutive night shifts;
  - (g) the start and finish times of rosters will not be varied for the sole purpose of reducing shift penalty payments;
  - (h) employees will not be required to work more than sixteen consecutive hours inclusive of overtime;
  - (i) DPS will ensure that employees have access to the minimum break provisions of the Agreement. Rosters will not be varied for the sole purpose of ensuring that an employee undertakes a full shift following the application of the minimum break provision;
  - (j) where practicable, DPS will provide employees with 28 days' notice of any change to an established roster pattern;
  - (k) shift rosters will be provided at least seven days before the commencement of the shift. Should that notice not be given, the employee will be paid at the

appropriate overtime rates until seven days notice has been provided. The notice period will not apply to changes to shift rosters arising out of the unscheduled absence of another employee.

- (l) where an employee is required to work in excess of an average of 37 hours 30 minutes per week, DPS and employees will ensure that the additional hours are not excessive having regard to:
  - (i) any additional overtime hours or overtime shifts already worked over the four weeks ending immediately before the request to work the additional hours; and
  - (ii) any additional risk to the employee's health and safety that either the employee makes known to DPS, or any other work related factor of which DPS is aware.

18.3 An employee, who performs ordinary duty any part of which falls between the hours of 6:00pm and 6:00am, Monday to Friday, shall be entitled to payment of the following shift penalties:

(a) 15% for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am.

(b) 34% for each shift in which any part of duty is performed between the hours of 12:00am and 6:00am.

18.4 An employee who performs ordinary duty on a Saturday shall be entitled to a 50% shift penalty for all rostered hours worked.

18.5 An employee who performs ordinary duty on a Sunday, shall be entitled to a 100% shift penalty for all rostered hours worked.

18.6 An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty for all hours the employee would have worked had the day not been a public holiday.

18.7 An employee who performs ordinary duty on a public holiday shall be entitled to a 150% shift penalty for all rostered hours worked.

18.8 Where an employee works their ordinary hours of duty between the hours of 6:00pm and 8:00am Monday to Friday for a continuous period exceeding four weeks, a 30% penalty shall apply.

## **19 Overtime**

19.1 Overtime will be paid to all employees who are classified at or below Parliamentary Service Level 6 and who are directed by their supervisor to work:

- (a) in excess of 7 hours 30 minutes on any day Monday to Friday, or

- (b) when directed by their supervisor to work on weekends and public holidays when the employee would not normally be rostered for ordinary duty.

For overtime which is not contiguous with ordinary hours, a minimum of four hours overtime will be paid.

- 19.2 Where an employee works overtime, the following rates of payment shall apply:
- (a) time and a half for the first three hours worked on Monday to Saturday;
  - (b) double time for overtime worked in excess of three hours on Monday to Saturday and for overtime worked on Sundays;
  - (c) double time and a 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 as employees have already been paid for the public holiday in base salary.
- 19.3 In calculating the employee's hourly rate of pay, the divisor will be 37.5.
- 19.4 Employees, other than casual employees, may opt to accrue time off in lieu of overtime payments (TOIL). The TOIL to be accrued will be calculated by multiplying the number of hours overtime worked by the relevant factor specified in clause 19.2.
- 19.5 An employee who works overtime between two periods of ordinary duty shall have a minimum break of ten hours before returning to duty. Where the employee is directed to return to duty without having a ten hour break, the employee will be paid at double time rates until such time as the employee has had a ten hour break.
- 19.6 If an employee has an existing period of duty which commences at a time prior to the end of the minimum break contained in clause 19.5, the employee will not be required to attend duty until they have had the minimum break. The employee will not suffer a loss of pay, leave credits, flextime hours or TOIL, due to the operation of this clause.

## **Part 3 - Leave**

### **20 General Matters**

- 20.1 Subject to:
- (a) available credits;
  - (b) leave, other than long service leave and paid maternity leave, not being deducted from credits for a public holiday(s) when the total leave period includes a public holiday(s); and
  - (c) any other conditions specified in the Agreement,

the Secretary may approve applications for leave in accordance with this Part.

- 20.2 Where an employee who is absent on approved leave is recalled to duty the Secretary will authorise reimbursement to the employee of reasonable travel, accommodation and incidental expenses not otherwise recoverable under any insurance or from any other source.
- 20.3 Where an employee takes a part of a day as approved leave, the sum of the leave taken and the hours worked on that day must not exceed the employee's agreed hours for that day.

### **21 Portability of Accrued Leave Entitlements**

- 21.1 If an employee moves (including on promotion or for an agreed period) to DPS from another Australian Parliamentary Service Department or APS agency, and was an ongoing employee at the time of the move, the employee's unused accrued annual and personal leave (however described) will be recognised, provided there is no break in continuity of service.
- 21.2 If an employee is engaged as either an ongoing or non-ongoing Australian Parliamentary Service employee immediately following a period of ongoing employment in the ACT Government Service and there is no break in service, the employee's unused personal leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 21.3 If an employee is engaged as an ongoing employee, and immediately before the engagement the person was employed as a non-ongoing APS employee, the Secretary may at the employee's request, recognise any accrued annual and personal leave (however described), provided there is no break in continuity of service.
- 21.4 Employees commencing from any other organisation may negotiate the recognition of annual and/or personal leave credits up to the time of their commencement of employment in DPS.

## **22 Recognition of Prior Service**

- 22.1 Where an employee was previously employed in the Parliamentary Service; the ACT Government Service; a non-APS Commonwealth agency; or under the *Public Service Act 1999*, and there has been a break in service of not more than two calendar months, prior service for personal leave purposes may be recognised. Where the engaged employee has received a redundancy payment, prior service for personal leave purposes will not be recognised.

## **23 Personal Leave**

- 23.1 An employee, except a casual employee, is entitled to accrue personal leave at the rate of 19 days per annum.
- 23.2 The credit accrued by employees will be reduced on a pro rata basis for any leave without pay not counting as service totalling more than 30 calendar days in a calendar year.
- 23.3 Personal leave may be taken in the event of:
- (a) personal illness or injury of an employee;
  - (b) an employee providing care or support for members of his or her immediate family or household who are ill or injured or where there is an unexpected emergency, including death, affecting the family or household member; and
  - (c) other significant personal circumstances requiring the employee's absence from duty.
- Leave must not be taken for the reasons of 23.3(c) to the extent that it results in less than ten days of an employee's credits per year being available for use for personal illness or injury and caring responsibilities as described by clauses 23.3(a) and (b).
- 23.4 Personal leave, both paid and unpaid will count as service for all purposes.
- 23.5 Generally, employees will not be required to provide evidence for absences due to illness or injury. However, evidence may be required if requested by the Secretary. Evidence cannot be required for periods preceding the Secretary's request. Where evidence is required and not provided the absence will be treated as an unauthorised absence.
- 23.6 An employee absent from the workplace on personal leave will inform their supervisor as soon as is practicable.
- 23.7 Personal leave will accrue and be credited to the employee daily.
- 23.8 Personal leave on half pay may be granted where requested by the employee.

23.9 Personal leave credits cannot be paid out on separation from DPS. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay personal leave credit has expired.

## **24 Compassionate Leave**

- 24.1 An employee who is not a casual employee may take paid compassionate leave when a member of the employee's immediate family or household member:
- (a) contracts or develops a personal illness that poses a serious threat to life;
  - (b) sustains a personal injury that poses a serious threat to life; or
  - (c) dies.
- 24.2 An employee who is not a casual employee may take two days paid compassionate leave per occasion. The leave may be taken in a single unbroken period of two days or two separate periods of one day or as agreed by the Secretary.
- 24.3 Casual employees may take unpaid compassionate leave under the same provisions as clauses 24.1 and 24.2.
- 24.4 Generally, employees will not be required to provide evidence for absences due to compassionate leave. However, evidence may be required if requested by the Secretary. Evidence cannot be required for periods preceding the Secretary's request.

## **25 Annual Leave**

25.1 The purpose of annual leave is to provide employees with the opportunity for a reasonable break from work. All employees are therefore encouraged to take their annual leave in the year of accrual.

### Entitlement

- 25.2 An employee, except a casual employee, will accrue an annual leave credit of four weeks at full pay per year of service. Annual leave will be credited daily. Annual leave accruals are cumulative, subject to clause 25.8.
- 25.3 Shift workers required to perform ordinary duty on Sundays will be granted an additional half-day annual leave for each Sunday worked, up to a maximum of five days in any calendar year.
- 25.4 The provisions of clause 25.3 do not apply where:
- (a) an employee's salary has a component added to compensate for regular shift work on Sundays; or
  - (b) employees are covered by the arrangements in Schedule 6 of this Agreement.

- 25.5 The credit accrued by employees will be reduced on a pro rata basis for any leave without pay not counting as service totalling more than 30 calendar days in a calendar year.
- 25.6 Accrued annual leave credits will be paid in lieu to an employee on resignation, retirement or termination of employment, or to their dependant(s) or legal representative on the employee's death.
- 25.7 Discretionary leave without pay, or any extended leave, shall not be artificially split with annual leave or long service leave, including as a means to maximise use of public holidays or to maintain eligibility for superannuation contributions, unless otherwise provided for by legislation.

#### Accumulation of annual leave

- 25.8 Where an employee has an extensive accumulation of annual leave (greater than eight weeks for a full-time employee, pro rata for a part-time employee or greater than ten weeks for a shift worker) the employee may be directed by the Secretary to take annual leave during a particular period, subject to:
- (a) an employee being provided with a minimum of four weeks notice to take annual leave; and
  - (b) the maximum amount of leave an employee can be directed to take is 1/4 of the employee's accrued leave at the date of the notice; and
  - (c) there is no prior agreement between the employee and their supervisor to accumulate an excess of annual leave for use at an agreed time.

#### Re-crediting of annual leave

- 25.9 If, while on annual leave:
- (a) an employee is medically unfit for duty; or
  - (b) a member of the employee's immediate family or household is ill or injured and needs care and support, or requires care and support during an unexpected emergency; or
  - (c) a member of the employee's immediate family or household member:
    - (i) contracts or develops a personal illness that poses a serious threat to life; or
    - (ii) sustains a personal injury that poses a threat to life; or
    - (iii) dies; or
  - (d) the employee undertakes an eligible community service activity,

the employee will be taken not to be on annual leave for the affected period. Annual leave will be re-credited to the extent of the other leave granted, subject to the provision of satisfactory evidence by the employee.

### Annual leave on half pay

25.10 Annual leave may be taken on half pay where this is requested by the employee and approval will be subject to operational requirements. Where an employee takes annual leave at half pay, annual leave credits will be deducted at half the duration of the leave.

### Cashing out of Annual Leave

25.11 The Secretary may approve a written application by an employee to cash-out an amount of annual leave of up to four weeks per calendar year.

25.12 Where such approval is given, the employee will be paid a lump sum payment equivalent to the amount that would have been payable to the employee had they taken the amount of leave considered in the written application noted in 25.11.

25.13 Approval of an application to cash out annual leave is subject to:

- (a) the employee having taken at least ten days of annual leave in the 12 month period before the application to cash out annual leave; and
- (b) the employee having, after the cashing out, an accrued entitlement to paid annual leave of at least four weeks.

## **26 Purchased Leave**

26.1 Subject to approval by the Secretary, employees may elect to purchase up to an additional six weeks leave each year. Leave is to be purchased in one week blocks, with the minimum amount that may be purchased being one week.

26.2 Once an election has been made, an employee's salary payments will be averaged over a period no greater than 12 months to ensure a standard payment is received each fortnight.

26.3 Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes is their salary as if they had not purchased leave.

## **27 Maternity Leave**

27.1 An entitlement to paid maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*. To be eligible for paid Maternity Leave an employee must have 12 months continuous service. Employees granted paid Maternity Leave under the *Maternity Leave (Commonwealth Employees) Act 1973* by DPS will be granted an additional two weeks paid leave. This period of leave will be taken continuous with a period of paid Maternity Leave provided by the *Maternity Leave (Commonwealth Employees) Act 1973*).

- 27.2 Employees who are eligible for paid Maternity Leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave period will count as service.
- 27.3 An employee may not access any other type of paid leave during a period of paid Maternity Leave provided by the *Maternity Leave (Commonwealth Employees) Act 1973*.

#### Adoption Leave

- 27.4 An eligible employee who is the primary carer of an adopted child is entitled to paid Adoption Leave immediately after the placement of the child with the employee equal to the Maternity Leave entitlement. Employees who are eligible for paid Adoption Leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave period will count as service. To be eligible for paid Adoption Leave an employee must have 12 months continuous service.

#### Foster Leave

- 27.5 An eligible employee who is the primary carer and has assumed a permanent fostering arrangement of a child is entitled to paid Foster Leave immediately after the placement of the child with the employee equal to the Maternity Leave entitlement. Employees who are eligible for paid Foster Leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave period will count as service. To be eligible for Foster Leave an employee must have 12 months continuous service.

### **28 Parental Leave**

- 28.1 Employees with 12 months continuous service are entitled to up to 12 months unpaid Parental Leave. The leave must be taken in a single continuous period.
- 28.2 The period of unpaid Parental leave may commence up to six weeks before the expected date of birth but no later than the date of birth or placement of the child.
- 28.3 An employee may request a further period of unpaid parental leave of up to 12 months in accordance with the *Fair Work Act 2009*.
- 28.4 The period of unpaid parental leave will be reduced by the amount of any paid maternity, adoption or foster leave taken in conjunction with Parental Leave.
- 28.5 A period of leave granted under clause 28.1 or 28.3 does not count as service for any purpose.

## Supporting Partner Leave

- 28.6 Within 12 months of the birth or adoption or fostering of a child, a parent who is not eligible for maternity leave, adoption leave or foster leave is entitled to be granted two weeks paid supporting partner leave. An employee may elect to have the payment for paid supporting partner leave spread over a maximum of four weeks at half pay, however only the full pay equivalent period will count as service.

## **29 Discretionary Leave**

- 29.1 The Secretary may grant an employee discretionary leave with or without pay for purposes not covered by other leave types. The Secretary will determine if such leave will count as service and if so for what purposes.

## **30 Long Service Leave**

- 30.1 Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 30.2 The minimum period of absence for which long service leave will be taken is seven calendar days at full pay (or 14 calendar days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 30.3 An employee who is medically unfit for duty while on long service leave, and who produces acceptable evidence, may apply for personal leave. Long service leave will be re-credited to the extent of the period of personal leave granted.

## **31 Close-down and Additional Holiday**

- 31.1 Employees, except casual employees, will be granted the two working days between Christmas and New Year as close-down with pay.
- 31.2 Employees directed to work on a close-down day will be granted a day in lieu.
- 31.3 Shift workers rostered off on a close-down day will be granted a day in lieu.
- 31.4 Employees will be granted an additional holiday between Christmas and New Year. The additional holiday is to be observed on the next normal business day after the Boxing Day holiday. Overtime and penalty payments for this day will be as for public holidays.

## **32 Public Holidays**

- 32.1 Employees will observe the following public holidays:
- (a) New Year's Day (or substitute);
  - (b) Australia Day (or substitute);

- (c) Canberra Day (or substitute);
- (d) Good Friday and the following Saturday and Monday;
- (e) Anzac Day (or substitute);
- (f) the Sovereign's Birthday observance day (or substitute);
- (g) Labour Day or equivalent;
- (h) Christmas Day (or substitute);
- (i) Boxing Day (or substitute); and
- (j) any other public holidays gazetted by the ACT Government.

- 32.2 Where the Secretary and an employee agree, another day may be taken as an alternative for any public holiday prescribed above except for Anzac Day eg. for religious purposes.
- 32.3 If an arrangement described under clause 32.2 is not practical in relation to the operational arrangements of DPS or the workgroup, the employee may, with the approval of the Secretary, observe a day of cultural or religious significance to the employee as a holiday and make up the equivalent hours at some other agreed time.
- 32.4 Where a shift worker is rostered off on a public holiday, the employee may elect to be granted an additional days leave in lieu of payment under clause 18.6. This clause does not apply to employees covered by Schedule 6 of this Agreement.
- 32.5 The Secretary may require all or part of DPS to be kept open on a public holiday in the interests of service to the Parliament or the public. If so, the relevant overtime and/or shift penalty provisions of Part 2 of the Agreement apply.
- 32.6 An employee is not entitled to be paid salary for a public holiday that occurs during a period for which the employee is absent on leave without pay.

### **33 Defence Reservists Leave**

- 33.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) obligations.
- 33.2 An employee is entitled to Defence Reservists leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 33.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 33.4 Defence Reservists leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.

- 33.5 Employees are to notify their supervisor at the earliest opportunity once the dates for ADF Reserve or CFTS activities are known and/or changed.

### **34 Community Service Leave**

- 34.1 Community service leave with or without pay is available to enable employees to undertake eligible community service activity. Consistent with sections 108 to 112 of the *Fair Work Act 2009*, such activity includes:
- (a) jury service (including attendance for jury selection) required by a law of the Commonwealth, State or Territory; and
  - (b) a voluntary emergency management activity.

#### Jury service

- 34.2 The Secretary will approve community service leave to enable an employee to attend court for jury service.

#### Voluntary emergency activities

- 34.3 The Secretary may approve paid leave for each civil emergency response, to enable an employee who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other volunteer community service performing similar functions, to fulfil an obligation to that service in the event of a civil emergency.
- 34.4 In accordance with the *Fair Work Act 2009*, the Secretary will approve additional leave, which may be paid or unpaid, for an ongoing civil emergency response, or other related and appropriate activities such as regular training, reasonable travel, recovery time and ceremonial duties.
- 34.5 Consistent with section 110 of the *Fair Work Act 2009*, an employee applying for community service leave must provide DPS with notice of the absence as soon as practicable (which may be a time after the absence has started), and the period or expected period of the absence. Where requested, an employee must also provide written evidence that the absence from work is because the employee has been or will be engaged in an eligible community service activity.

### **35 War service sick leave**

- 35.1 Eligible employees will be granted war service sick leave while unfit for duty because of a war or defence caused condition. A war or defence-caused condition means an injury or disease of an employee that has been accepted by the Department of Veterans' Affairs to be war-caused or defence-caused within the meaning of the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*.

## **Part 4 - Salary and Allowances**

### **36 Classification Structure**

36.1 The DPS classification structure is set out in Appendix A to this Agreement.

### **37 Salary on Promotion/Engagement/Transfer**

37.1 Where a person is promoted or engaged, salary will be payable at the minimum pay point of the classification of the position. Having regard to the experience, qualifications and skills of the person, the Secretary may approve payment of salary above the minimum pay point of the classification of the position.

### **38 Salary Maintenance**

38.1 A person transferring at level to DPS from another Parliamentary Service or APS agency, and whose salary prior to the transfer is greater than the maximum salary for the applicable DPS classification, will be paid the higher salary until the DPS salary rate for that classification, as varied from time to time under this Agreement, is equal to or exceeds the salary the person was receiving on the date of transfer.

38.2 Where a person moves to DPS from another Parliamentary Service or APS department at the equivalent Parliamentary Service classification and his or her substantive salary before the transfer is not aligned with the DPS salary range and is below the top pay point of the DPS salary range in place at the time, his or her salary will be increased to the next highest pay point in the DPS salary range on commencement unless otherwise determined by the Secretary.

### **39 Salary Advancement**

#### Within a classification

39.1 Subject to the Performance Management Scheme arrangements set out in Part 5 of this Agreement, if an employee's performance is rated "effective" or better the employee's salary will advance to the next higher pay point for the employee's classification. Parliamentary Executive Level 2 employees will only progress beyond pay point PEL2.5 where they are rated "highly effective" or better as a result of the Performance Management Scheme set out in Part 5 of this Agreement.

#### Within a broadband

39.2 If an employee's performance is rated "effective" or better as a result of the Performance Management Scheme set out in Part 5 of this Agreement and meets any requirements set out in a Schedule to this Agreement the employee's salary will advance to the next higher pay point contained in Appendix B of this Agreement.

## **40 Reduction in Salary**

40.1 A reduction in salary will only occur under sub-section 23(4) of the *Parliamentary Service Act 1999*, under the Determinations or as a result of the processes set out in Part 5 of this Agreement.

## **41 Broadbanding**

41.1 The Secretary may approve a broadband of all or part of the DPS classification structure to suit operational arrangements. Broadbanded classifications existing at the commencement of this Agreement will continue to operate.

41.2 The provisions of clause 41.1 are subject to any classification rules made by the Presiding Officers pursuant to section 23 of the *Parliamentary Service Act 1999*.

## **42 Adjustments to Rates of Pay**

42.1 Adjustments to rates of pay outlined at Appendix A and elsewhere in this Agreement will be as follows:

- (a) on the date of operation of this Agreement, an employee's salary will be increased by 3%; and
- (b) 12 months from commencement of this Agreement an employee's salary will be increased by 2%; and
- (c) 18 months from the commencement of this Agreement an employee's salary will be increased by 1%.

## **43 Superannuation**

43.1 DPS will make compulsory employer contributions as required by applicable legislation and fund requirements. The employer contribution will be 15.4% of the employee's ordinary time earnings (OTE) as defined in the *Superannuation Guarantee (Administration) Act 1992*.

43.2 While the default superannuation scheme for new employees is the Public Sector Superannuation accumulation plan (PSSap), DPS recognises choice of complying funds which allow contributions to be paid fortnightly by electronic funds transfer.

43.3 Employer contributions will not be paid on an employee's behalf during periods of unpaid leave that do not count as service, except:

- (a) when required under legislation; and/or
- (b) during periods of unpaid parental and maternity leave

43.4 Employees who are aged 75 or over who meet legislative requirements, including the work test, are eligible to become members of the PSSap and DPS will make contributions in accordance with clause 43.1.

#### **44 Salary Sacrifice**

44.1 The Secretary may approve proposals from individual employees to salary sacrifice superannuation and other agreed items provided the proposal is consistent with Australian Taxation Office guidelines and DPS policy. Salary sacrifice should be cost neutral to DPS.

44.2 If an arrangement for salary sacrifice is approved, salary for superannuation, severance and termination purposes will be calculated as if the arrangement had not been entered into.

#### **45 Payment of Salary**

45.1 Employees will be paid fortnightly and the fortnightly rate of pay will be calculated by the following formula:

$$(\text{Annual Salary}/52.16666666) \times 2$$

45.2 Fortnightly salary will be paid by electronic funds transfer into a financial institution account of the employee's choice, subject to the capacity of the DPS payroll system to implement that choice.

#### **46 Cadet Rates of Pay**

46.1 Cadet rates of pay as a percentage of the PSL 1–equivalent adult rate of pay will apply as follows:

- (a) Practical training @ 100%
- (b) Full-time study @ 50%

#### **47 Apprentices**

47.1 Where an employee is apprenticed in accordance with the provisions the *Fair Work Act 2009* the salary payable in the respective years of the apprenticeship will be the following percentages of the minimum salary range of the broadbanded PSL 2/3, or 9% above the minimum salary range of the broadbanded PSL 1/2, whichever is relevant to the apprenticeship.

First six months	44.1%
Second six months	48.7%
Second Year	63.4%
Third Year	77.0%
Fourth Year	91.3%

- 47.2 Where the Secretary certifies that an apprentice has performed at a superior level in the theory and practice of a trade covered by this Agreement, then the salary payable to the apprentice in the following year will be 2.5% higher than the appropriate rates calculated in accordance with clause 47.1.
- 47.3 At the end of an apprenticeship if:
- (a) a vacancy occurs; and
  - (b) the apprentice has been determined as having satisfactory performance; and
  - (c) the apprentice meets the selection criteria for the vacancy,
- the Secretary may engage the apprentice to the vacancy without further action.
- 47.4 In such circumstances the apprentice will be engaged as either a:
- (a) PSL 1/2 on a salary of \$56,256 pa (as adjusted in accordance with clause 42.1); or
  - (b) PSL 2/3 on a salary of \$59,682 pa (as adjusted in accordance with clause 42.1)
- whichever is relevant to the engagement.
- 47.5 If an apprentice gains a trade certificate before the end of the normal completion period, and a vacancy does not exist or occur, DPS will continue the employment of that apprentice until the end of the normal completion period.
- 47.6 In such circumstances, payment to the apprentice on gaining a trade certificate will be either at:
- (a) \$58,153 pa (as adjusted in accordance with clause 42.1) if he or she would have been engaged as a PSL 1/2; or
  - (b) \$59,682 pa (as adjusted in accordance with clause 42.1) if he or she would have been engaged as a PSL 2/3 if a vacancy had existed.
- 47.7 An apprentice who is 21 years of age or over, or an apprentice who has a spouse, partner or dependant(s), will be paid as a PSL 1/2 on an annual salary of \$53,691 pa (as adjusted in accordance with clause 42.1). Such employees will have access to the provisions of clause 47.2.

## **48 Apprenticeships for Ongoing DPS Employees**

- 48.1 Clauses 48.2 and 48.3 apply only to apprentices who were ongoing DPS employees before commencing their apprenticeship.
- 48.2 An apprentice covered by this clause will be paid as a PSL 1/2 at a salary of \$56,256 pa (as adjusted in accordance with clause 42.1) or as a PSL 2/3 at a salary of \$59,682 pa (as adjusted in accordance with clause 42.1), whichever of the rates is applicable to the apprenticeship. The Secretary can determine a higher rate of pay having regard to the circumstances of the apprenticeship.

48.3 An apprentice covered by this clause will, on the completion of the apprenticeship, be paid at least at the rate that the apprentice was being paid (as adjusted in accordance with clause 42.1) before commencing the apprenticeship.

## Allowances

*Information about payments and allowances and their recognition as salary for particular purposes is set out in Attachment F.*

### 49 Restriction Duty Allowance

49.1 The Secretary may require an employee to be contactable and available to perform extra duty outside the employee's ordinary hours of duty. The provisions of clauses 49.2 to 49.6 do not apply where an employee's salary has been adjusted to include a component to compensate for restriction.

49.2 An employee classified at or below a PSL 6 who is required to be contactable and available to perform extra duty in accordance with clause 49.1 will be paid an allowance as shown in the table below:

Classification	per week	per day
PSL 1-6	\$371	\$53

49.3 An additional \$60 is payable if an employee is required to be contactable and available to perform extra duty in accordance with clause 49.1 on a day that is a public holiday as prescribed in clause 32.1. The amounts in clause 49.2 will be increased in line with clauses 42.1(b) and (c).

49.4 The Secretary may approve payment of restriction duty allowance, on a case-by-case basis, to Parliamentary Executive Level employees who are directed to participate in a restricted duties arrangement. Payment will be at the same rate as prescribed in clause 49.2 for PSL1-6 employees.

49.5 Where an employee on restriction is required to work from home, or over the phone, the employee will be paid at the appropriate overtime rate for any actual duty performed.

49.6 Where an employee is on restriction and he or she is recalled to the work place, payment for that duty will be in accordance with the provisions prescribed in clause 19 subject to payment of:

(a) a minimum period of four hours at the overtime rate which includes travel time if the employee uses Cabcharge; or

(b) a minimum payment of four hours at the overtime rate plus one hour travel time at the overtime rate if the employee uses their own means of transport.

## **50 Higher Duties Allowance**

- 50.1 The Secretary may temporarily re-assign an employee to duties at a higher classification level.
- 50.2 An employee who performs all the duties of a higher classification for a period of two weeks or more will be paid an allowance, equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification, from the date of commencement of the higher duties.
- 50.3 Where non-SES employees are required to temporarily perform work in an SES job for a period of two weeks or more, he or she will be remunerated at a rate determined by the Secretary.
- 50.4 Where an employee performs part of the duties of a higher classification for a period of two weeks or more, the Secretary may determine the amount of higher duties allowance payable and the conditions under which it is paid.
- 50.5 The provisions of clauses 50.1 to 50.4 will not be manipulated to avoid payment of higher duties allowance over longer periods.
- 50.6 An allowance granted under clause 50.1 to 50.4 will be regarded as salary for all purposes, except where that is inconsistent with other provisions of this Agreement, or instruments read in conjunction with this Agreement.
- 50.7 An employee who is performing higher duties, and who is granted paid leave or observes a public holiday, will continue to receive higher duties allowance during that absence as if the employee would have continued to act but for the absence.
- 50.8 Where an employee performs all the duties of a position in a higher classification, but the position requires a formal qualification that the employee does not have, the allowance payable under clauses 50.1 to 50.4 may still be paid.
- 50.9 The requirement to work at the higher level for a period of two weeks as prescribed in clauses 50.1 to 50.4 can be waived, in full or in part, by the Secretary.

## **51 Motor Vehicle Allowance**

- 51.1 As a general principle, employees required to travel for official purposes will use public transport, a departmental vehicle or a taxi. The following provisions apply only when this is not possible. It is expected such situations would be infrequent and usually occur at short notice. It is not expected that these provisions would be used on a regular basis.
- 51.2 If an employee is required to use his or her private car for official purposes the employee will be paid an allowance per kilometre travelled at the rate specified from time to time by the Australian Taxation Office for reimbursement of car expenses.

## **52 Travel and Travel Allowance**

- 52.1 Where an employee is required to be absent from Canberra on official duties, DPS will meet reasonable meal and incidental costs as determined by the Secretary.
- 52.2 Information regarding the booking of travel is set out in the DPS Finance Procedures.
- 52.3 The rate of travel allowance, either charged to the DPS credit card, or paid to the employee, will not be more than those set out as the lower of the "*Reasonable amounts for domestic travel allowance*" within the applicable ATO Ruling. In the event that the Australian Taxation Office does not continue to provide these rates, the rates of the allowance will be determined by the Secretary.
- 52.4 If the Secretary believes that these rates are not sufficient to cover reasonable expenses, he or she may authorise the additional cost or payment of additional money to the employee.
- 52.5 Where accommodation or meals are provided as part of the official business and have been paid for by DPS, the allowance payable will be reduced by the relevant component.
- 52.6 An employee who is traveling interstate on business and becomes ill and is unable to return home due to this illness will be paid travel allowance in accordance with clause 52.3. If the employee is seriously ill and unable to return home due to this illness, the Secretary may, on compassionate grounds, reimburse the cost of a return air fare for one close relative to visit the ill employee or to assist the employee to return home.
- 52.7 The Secretary will determine conditions that will apply to employees travelling overseas.
- 52.8 The Secretary may approve membership costs for airline corporate lounges for employees who are required to travel interstate on a regular and frequent basis.
- 52.9 Travel on departmental business should, wherever possible, be undertaken during the hours of 6am to 6pm. Travel for the purposes of supporting parliamentary committees is to be treated as duty and to be paid in accordance with the provisions of Part 2.

## **53 First Aid Allowance**

- 53.1 The Secretary may approve the payment of a first aid allowance to employees identified and required as first aid officers who hold the Medallion Standard C or equivalent. The rate of first aid allowance payable to a first aid officer is \$21.22 per week. This rate will be increased in line with clauses 42.1(b) and (c).

## **54 Other Payments**

- 54.1 The Secretary may, in exceptional circumstances, determine other payments and conditions for employees above the provisions of this Agreement. An employee must not be disadvantaged by a determination made under this clause. Where the Secretary makes a determination under this clause, the matter will be referred to the DPS Consultative Forum for information, however this advice will not involve the provision of information that identifies an individual employee.

## **55 Reimbursement of Costs**

### Relocation assistance

- 55.1 The Secretary may determine the extent of any financial assistance for relocation from another locality to Canberra upon promotion, engagement, transfer or temporary assignment in excess of 12 months.

### Loss or damage to clothing and personal effects

- 55.2 The Secretary may approve reimbursement to an employee for loss or damage to clothing or personal effects that occurred in the course of the employee's work where the employee does not receive reimbursement or compensation from any other source and provided that:
- (a) the loss or damage was caused through a fault with Commonwealth property or goods; or
  - (b) the loss or damage was caused through an act or omission of another Commonwealth employee; or
  - (c) the loss or damage occurred while protecting Commonwealth goods or property; or
  - (d) the Secretary considers the loss or damage may reasonably be attributable to the performance of the employee's duties.

### Protective clothing and uniforms

- 55.3 Employees will be provided with protective clothing, uniforms and footwear. Further information is available in the DPS protective clothing and uniform policy, as amended from time to time in consultation with employees.
- 55.4 The Secretary may determine that employees, or work groups are paid a Footwear Allowance of \$304 per annum to purchase shoes as part of their uniform. This will be paid on the first pay day after 1 March each year.

### Additional work related costs

- 55.5 The Secretary may authorise reimbursement of reasonable additional expenses incurred by an employee arising out of an unscheduled or unanticipated requirement to work ordinary or extra duty. This may include where:
- (a) the employee is required to travel away from their normal workplace at short notice; or
  - (b) the employee is directed to work additional hours, outside the employee's regular hours of work at short notice; or
  - (c) the employee's scheduled working hours are changed without being provided seven days notice.

## **56 Licence Allowances**

- 56.1 Employees who are required to hold a current plumbing or electrical licence issued by the appropriate Licensing Authority shall have the amounts below added to their relevant annual salary:

Licence	Amount
Plumbing	\$1500
Electrical	\$1500
Refrigeration	\$1500
Advanced Gasfitters	\$1500

## **57 Advanced Defensive Tactics Allowance**

- 57.1 An allowance of \$1500 per annum will be paid to employees who:
- (a) have successfully completed advanced defensive tactics training; and
  - (b) have maintained advanced defensive tactics competency and currency.

- 57.2 This allowance will not count as salary for any purpose.

## **58 Loading Dock Screening Allowance**

- 58.1 Employees shall be entitled to payment of an hourly allowance of \$0.84 where they:
- (a) are on one of the permanent Loading Dock roster lines, or backfilling; and
  - (b) have successfully completed the additional training prescribed for Loading Dock officers in order to assess the mail and other items received in the Loading Dock.
- 58.2 The amount in clause 58.1 will be increased in line with clauses 42.1(b) and (c). This allowance is to be paid fortnightly and will count as salary for superannuation and all other purposes.

## **Part 5 – People and Performance**

### **59 Studies Assistance**

- 59.1 The Secretary may approve financial support and/or study leave to eligible employees to support formal study that is relevant to DPS' goals and is identified in the employee's Individual Work Plan (IWP).

### **60 Performance Management**

- 60.1 All ongoing and non-ongoing employees are required to participate in DPS' performance management scheme.
- 60.2 DPS will develop a performance management policy that sets out a performance appraisal process that focuses on both the achievement of business outcomes and the individual learning and development needs of employees. For the duration of this agreement any proposed changes to the existing policy will be considered by the Consultative Forum before a revised policy is finalised.
- 60.3 Managers and supervisors will agree an IWP by no later than 1 August or within four weeks of an employee commencing in a new role, whichever is the earlier. Subject to mutual agreement the IWP can be varied through the performance cycle when work requirements change.
- 60.4 The performance management cycle will commence on 1 July and conclude on 30 June each year.
- 60.5 Performance-based salary advancement will occur where an overall rating of effective or higher is achieved and the employee has not already reached the top of their salary range.
- 60.6 IWPs should identify skill development opportunities to support employees to meet their performance goals.

### **61 Training and Development**

- 61.1 DPS recognises that its employees are a valuable resource and is committed to the continuous learning and development of its employees.

### **62 Managing Underperformance**

- 62.1 Where an employee's performance falls below the performance standard or they receive an unsatisfactory performance rating at the end of the cycle, the underperformance will be managed. Further information is available in DPS' *Managing Unsatisfactory Performance* part of the *Performance Management Scheme Policy*. For the duration of this agreement any proposed changes to the

existing policy will be considered by the Consultative Forum before a revised policy is finalised.

- 62.2 The *Managing Unsatisfactory Performance* part of the *Performance Management Scheme Policy* does not apply to an employee during a period of probation or to a non-ongoing employee.

## Part 6 – Retention, Redeployment, and Redundancy

### 63 Application

63.1 The provisions in this part do not apply to non-ongoing employees or employees on probation.

### 64 Managing Excess Employees

#### Application

64.1 An employee is an excess employee if:

- (a) the employee is unable to contribute to the efficient and cost-effective operations of the department due to changes in the technology used in the department or the work practices in the department; or
- (b) the role performed by the employee is no longer required.

#### Consultation process

- 64.2 When the Secretary is aware that an employee is likely to become excess, the Secretary will advise the employee of the situation.
- 64.3 The Secretary will hold discussions with the employee and/or at the employee's discretion his or her nominated representative, to consider:
- (a) the reasons for identifying the employee as excess;
  - (b) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below their existing classification;
  - (c) referral to a redeployment services provider nominated by DPS or an appropriate redeployment services provider;
  - (d) whether voluntary retrenchment might be appropriate; and
  - (e) the timing for any possible termination.
- 64.4 Where 15 or more employees are likely to become excess the Secretary will as soon as practicable but before terminating any employees, advise Centrelink (or its equivalent), and each union that represents the industrial interests of the employees and of which an employee is a member, of the following:
- (a) the reasons for identifying the employees as excess;
  - (b) the numbers and categories of employees likely to be affected; and
  - (c) the time when, or the period over which, any possible terminations might be likely to occur.
- 64.5 Each employee representative and union notified pursuant to clauses 64.3 and 64.4 will be given the opportunity to consult with DPS on measures that may avert or

minimise the terminations, and measures that might mitigate the adverse effects of the terminations.

- 64.6 The Secretary may, prior to the conclusion of these discussions, invite employees who are not excess employees to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who would otherwise remain excess.
- 64.7 Discussions pursuant to clause 64.3 or 64.5 will progress for no longer than one month. The Secretary will identify any employee who is excess to DPS requirements after these discussions and may immediately advise that employee in writing that he or she is excess.
- 64.8 The Secretary will then establish, through consultation with the identified employees, which employees want to be offered voluntary retrenchment immediately and which employees seek redeployment. Employees seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and be referred to a redeployment services provider nominated by DPS.
- 64.9 The Secretary will take all reasonable steps, consistent with the interests of efficient administration, to transfer an excess employee to a suitable vacancy at the same level within DPS.

#### Voluntary retrenchment

- 64.10 Where the Secretary invites a potentially excess employee to accept voluntary retrenchment, the employee will have one month in which to accept the offer in writing. Where the offer is accepted the Secretary will not give notice of termination under section 29 of the *Parliamentary Service Act 1999* before the end of that period without the agreement of the employee.
- 64.11 As soon as possible within that month, an employee invited to accept voluntary retrenchment will be given information on:
- (a) the amount of severance pay, pay in lieu of notice and paid-up leave credits;
  - (b) the amount of accumulated superannuation contributions; and
  - (c) the taxation rules applying to the various payments.
- 64.12 The Secretary may extend the period for an employee to accept the offer if the circumstances warrant.
- 64.13 Assistance up to a maximum of \$1,000 will be paid to each employee for financial advice.

#### Period of notice

64.14 Where the excess employee agrees to be voluntarily retrenched, the Secretary may retrench the employee by giving the required notice of termination under section 29 of the *Parliamentary Service Act 1999*. The period of notice will be four weeks (or five weeks for an employee aged over 45). The Secretary and the employee can agree to waive this notice. Where there is agreement to waive notice, the employee will receive payment in lieu for the unexpired portion of the notice period.

## **65 Severance Benefit**

65.1 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.

65.2 For the purpose of calculating the severance benefit, weekly hours for periods of part-time service shall be calculated by averaging the weekly hours of either:

- (a) the last 12 months of part-time service; or
- (b) all periods of part-time service,

whichever is the greater.

65.3 If part-time service is less than 12 months, the average weekly hours will be based on their actual period of part-time service.

65.4 Service for severance pay purposes means:

- (a) government service as defined in section 10 of the *Long Service Leave Act 1976*; or
- (b) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) that is recognised for long service leave purposes; or
- (c) service with the Australian Defence Force.

65.5 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service was less than one month and occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

65.6 Any period of service which ceased by way of:

- (a) retirement on grounds of invalidity;
- (b) inefficiency or loss of qualifications;
- (c) forfeiture of office;
- (d) dismissal;
- (e) termination of probationary appointment for reasons of unsatisfactory service; or
- (f) voluntary retirement at or above the minimum retiring age applicable to the employee, or with the payment of an employer-financed retirement benefit,

will not count as service for severance pay calculated under clause 65.8.

- 65.7 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.
- 65.8 An employee who elects voluntary retrenchment whose employment is terminated under section 29 of the *Parliamentary Service Act 1999* on the grounds that they are excess to requirements is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service. The minimum sum payable under this clause will be four weeks salary and the maximum will be 48 weeks salary, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

#### Calculation of salary for severance benefit and retention payment

- 65.9 For the purpose of calculating any payment under clause 65.8, or any retention payment under clause 66.5 or 66.7 salary will include:
- (a) either:
    - (i) the employee's salary at their substantive work value level; or
    - (ii) the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retirement; and
  - (b) other allowances in the nature of salary that are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## **66 Retention Periods**

- 66.1 Unless the employee agrees, an excess employee will not be involuntarily terminated under section 29 of the *Parliamentary Service Act 1999* until the following retention periods, which include the minimum amount the employee is entitled to under the NES, have elapsed:
- (a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
  - (b) seven months for other employees.
- 66.2 The retention period will commence on the earlier of the following:
- (a) the day the employee is advised in writing by the Secretary that they are an excess employee under clause 64.7; or

- (b) one month after the day on which the Secretary invites the employee to accept voluntary retrenchment under clause 64.10.
- 66.3 The retention period will be extended by any periods of personal leave covered by a medical certificate of two weeks or over, up to a maximum period of six months during the retention period.
- 66.4 The retention period may be suspended for an agreed period where the Secretary considers it appropriate (eg where the excess employee is on maternity leave).
- 66.5 During the retention period, the Secretary:
  - (a) will continue to take reasonable steps to find alternative employment for the excess employee; and
  - (b) may, with four weeks' notice, transfer the excess employee to a job with a lower classification. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.
- 66.6 Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may, with the agreement of the employee, terminate their employment under section 29 of the *Parliamentary Service Act 1999*.
- 66.7 Upon termination, the employee will be paid a lump sum comprising:
  - (a) the balance of the retention period (less the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
  - (b) the employee's NES entitlement to redundancy pay.

## **67 Involuntary Retirement**

- 67.1 Subject to clause 64.9, the Secretary may terminate, involuntarily, an excess employee under section 29 of the *Parliamentary Service Act 1999* at the end of the retention period. An excess employee will not be terminated involuntarily under section 29 of the *Parliamentary Service Act 1999* if the employee has not been invited to accept an offer of voluntary retrenchment, or has elected to be retrenched but the Secretary has refused to approve the retrenchment.
- 67.2 An excess employee will not be retired involuntarily without being given four weeks' notice (or five weeks' notice for an employee over 45) of retirement, or payment in lieu of notice.

# Catering



# Schedule 1 - Catering

**This Schedule contains the terms and conditions for PSL1-6 employees working in the catering workgroups as determined by the Secretary. Where there is a conflict between a provision in this Schedule and the rest of the Agreement, this Schedule will prevail unless otherwise stated.**

## 1 Rostering

- 1.1 The Secretary will determine rostering arrangements to support the operation of DPS. Employees will be consulted in this process.
- 1.2 The determination of rostering arrangements will operate in accordance with the following principles:
  - (a) Rostering arrangements will meet operational requirements, and where practicable, efforts will be made to accommodate employee preferences in order to facilitate a healthy work-life balance.
  - (b) The Secretary may require employees to work their ordinary hours of duty outside the hours of 7:00am and 7:00pm Monday to Friday.
  - (c) A full-time employee will work 37 hours 30 minutes ordinary hours in a week, with the number of ordinary hours of duty not to exceed ten hours in a 24 hour period. Only 1 split shift can be rostered in a 24 hour period.
  - (d) An employee will have a minimum break of ten hours between any two periods of duty, including overtime. Where an employee is directed to return to duty and does not receive a ten hour break in accordance with this clause, the employee will be paid at double time rates until such time as the employee has had a ten hour break. This clause does not apply where the employee's ordinary hours are not continuous.
  - (e) An employee will not be required to work more than seven consecutive night shifts, unless an employee agrees to do so. Night shifts will be worked as a block of no less than four consecutive night shifts.
  - (f) Employees will be able to exchange shifts or rostered days off, provided that they have the consent of the Secretary, that the exchange of shifts is cost neutral to DPS and that the exchange would not result in a breach of a provision of this Agreement.
  - (g) where an employee is required to work in excess of an average of 37 hours 30 minutes per week, DPS and employees will ensure that the additional hours are not excessive having regard to:
    - (i) any additional overtime hours or overtime shifts already worked over the four weeks ending immediately before the request to work the additional hours; and
    - (ii) any additional risk to the employee's health and safety that either the employee makes known to DPS, or any other work related factor of which DPS is aware.

- 1.3 Shift rosters will be provided at least seven days before the commencement of the shift. Should that notice not be given, the employee will be paid at the appropriate overtime rates until seven days notice has been provided. The notice period will not apply to changes to shift rosters arising out of the unscheduled absence of another employee or where an event booking is made within the 7 day notice period.
- 1.4 Where the majority of affected employees agree, DPS may implement a shift length of 12 hours.

## **2 Penalty Rates**

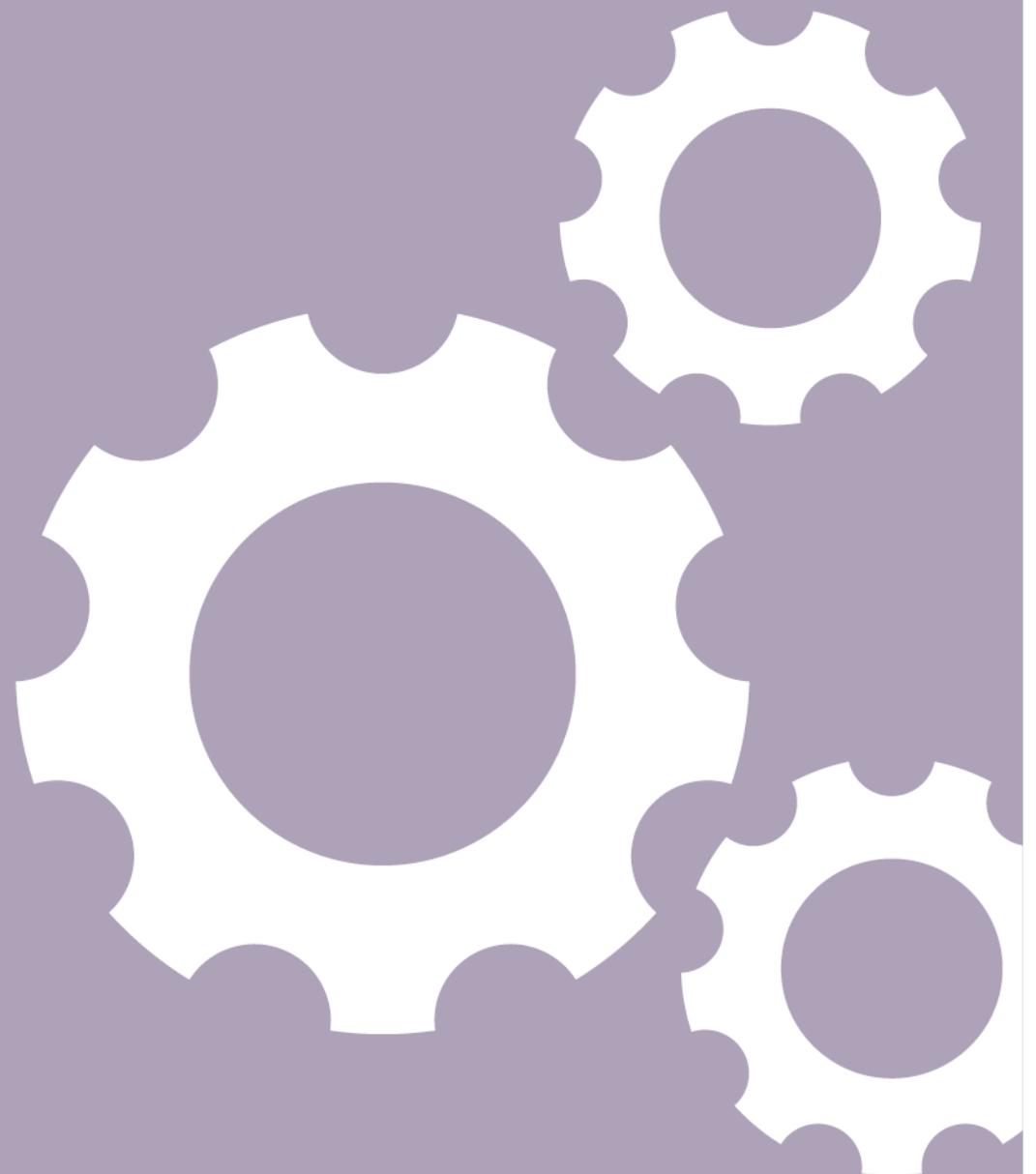
- 2.1 An employee, who performs ordinary duty between the hours of 7:00pm and 7:00am, Monday to Friday, shall be entitled to payment of the following shift penalties:
  - (a) 15% for each shift in which any part of duty is performed between the hours of 7:00pm and 12:00am.
  - (b) 34% for each shift in which any part of duty is performed between the hours of 12:00am and 7:00am.
- 2.2 An employee who performs ordinary duty on a Saturday shall be entitled to a 50% shift penalty for all rostered hours worked.
- 2.3 An employee who performs ordinary duty on a Sunday, shall be entitled to a 100% shift penalty for all rostered hours worked.
- 2.4 An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty for all hours the employee would have worked had the day not been a public holiday.
- 2.5 An employee who performs ordinary duty on a public holiday shall be entitled to a 150% shift penalty for all rostered hours worked.

## **3 Overtime**

- 3.1 An employee will be entitled to be paid overtime in accordance with clause 19, where the employee works in excess of their ordinary hours of duty on any day.



# Electrical, Mechanical and Fabric Services



## **Schedule 2 - Electrical, Mechanical and Fabric Services**

**This Schedule contains the terms and conditions for employees working in Electrical, Mechanical and Fabric Services work groups. Where there is a conflict between a provision in this Schedule and the rest of the Agreement, this Schedule will prevail unless otherwise stated.**

### **1 Broadbanding**

- 1.1 The PLS2 and 3 classifications have been broadbanded for employees in the Electrical, Mechanical and Fabric Services work groups. The salary ranges are shown in Appendix B.
- 1.2 Advancement within the ranges of a PSL 2/3 employee beyond \$59,682 pa (as adjusted in accordance with clause 42.1) is subject to the occupant having had 100 hours training provided by DPS or a previous employer or approved post-trade studies.
- 1.3 Advancement of a PSL 2/3 employee beyond \$64,488 pa (as adjusted in accordance with clause 42.1) shall be subject to the occupant having two years relevant experience and either holding a relevant post-trade certificate or having undertaken such training as agreed between the employee and DPS.

### **2 Flexibility Payment**

- 2.1 Clause 2 of this Schedule shall apply to employees employed in the Apprentice, PSL 1, PSL 2/3 and PSL 4 classifications in the Electrical, Mechanical and Fabric Services including Maintenance Operation Help Desk employees and Building Maintenance Services but cannot be applied to those employees employed in the Electrical, Mechanical and Fabric Administrative Support Units.
- 2.2 From the date of operation of this Agreement, and subject to clause 42.1, employees who work pursuant to the provisions in clauses 2.4 to 2.7 of this Schedule will be paid at 1.17 times the rate paid to an employee not covered by these arrangements.
- 2.3 The payments made in accordance with clause 2.2 of this Schedule:
  - (a) count for superannuation purposes;
  - (b) count when making an overtime payment;
  - (c) are paid when employees are on leave;
  - (d) count for a severance benefit payment; and
  - (e) will be included in any statement of earnings provided by DPS.

#### Hours of work

- 2.4 An employee will work designated hours.

- 2.5 The agreed span of hours is 6.00am to 6.00pm, Monday to Friday.
- 2.6 An employee's designated hours of duty will be 37 hours and 30 minutes per week and 7 hours 30 minutes per day, worked as five consecutive shifts in seven days.
- 2.7 In order to be flexible and assist the workgroup meet short term capacity problems, employees agree that one of the two days off at the end of the five consecutive shifts can be either saved or added to their flextime credit and taken at an alternative time convenient to both the employee and the operational arrangements of the workgroup.
- 2.8 Taking into account health and safety requirements, an employee's designated hours will be determined by the Secretary in consultation with the employees of the workgroup, so as to best meet the operational arrangements of the workgroup, ensure fairness and equity, and the needs of its clients and employees, subject to the following:
- (a) a maximum of 40 per cent of the total designated working hours per year may be required to be worked outside the agreed span of hours;
  - (b) on days when Parliament sits, designated hours of work outside the hours 6.00am to 6.00pm will include a paid meal break;
  - (c) a maximum of ten Saturdays or Sundays may be required to be worked each financial year;
  - (d) designated hours of duty will be determined at least fortnightly in advance, with employees receiving five days notice of the times they will be working; and
  - (e) in emergency situations (no more than twice per financial year), employees agree to changed designated hours of duty without five days notice. If five days notice is not given, and the situation is not an emergency, employees will be paid an additional \$35.00 for each working day where the required notice has not been given.

### **3 Overtime**

- 3.1 Overtime will be paid in accordance with clause 19 of this Agreement.
- 3.2 An employee is entitled to be paid overtime:
- (a) when directed to perform duty not continuous with their designated hours in accordance with clauses 2.6 and 2.7 of this Schedule; or
  - (b) for the additional hours when directed to work more than 10 hours on any one day or shift; or
  - (c) when an employee is directed to work and has a flexible hours credit of 75 hours (this will not apply where an employee has saved credits to take time

off within the next month—supervisors must make every effort to allow an employee with a maximum credit to take time off to reduce that credit); or  
(d) when otherwise approved by the Secretary in exceptional circumstances.

## **4 Apprentices**

- 4.1 DPS recognises the importance of training and development of staff, including through the engagement and support of apprentices. DPS is committed to engagement of apprentices, noting the decision to engage an apprentice needs to take into account the ability of the work area to fund and support the initiative.



# Evening Duty

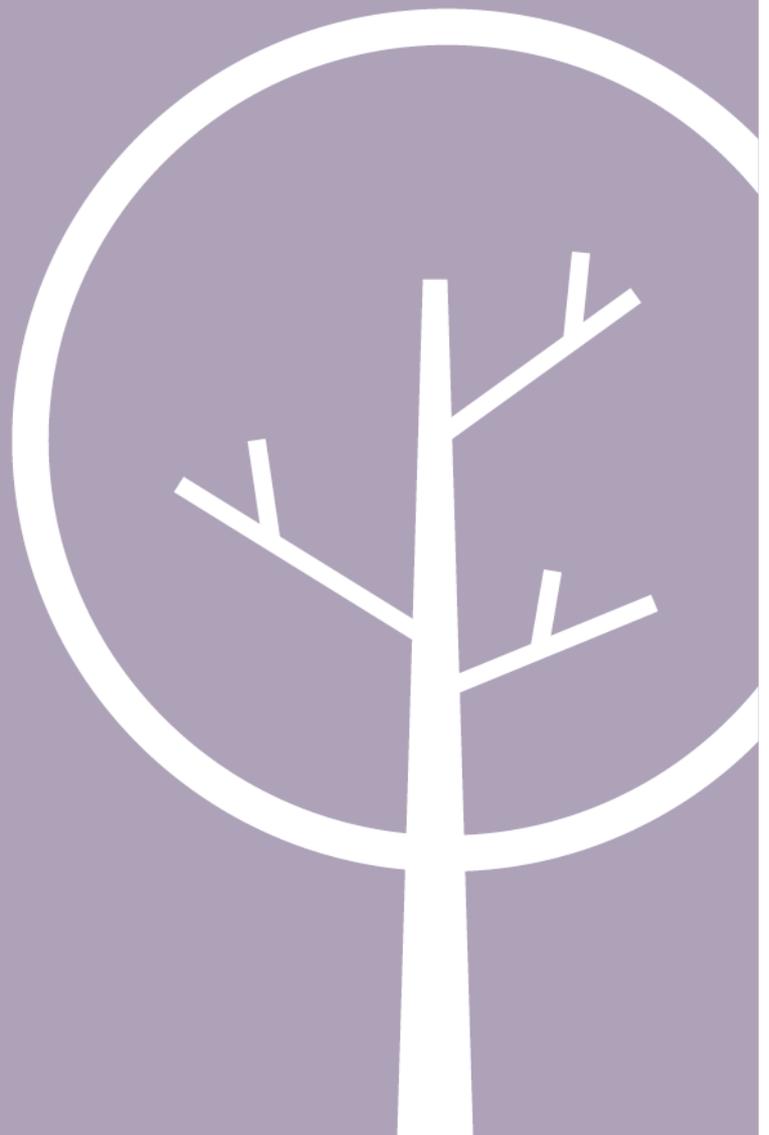


## Schedule 3 - Evening Duty

### 1 Evening Duty Rate

- 1.1 The following provisions will apply in work areas which, as a matter of course, work after 7.30pm in support of the Parliament and its committees. An employee to whom this Schedule applies is not a shift worker.
- 1.2 Employees whose duties include performing ordinary duty after 7.30pm will be paid at 1.04 times the rate paid to an employee not covered by these arrangements. This rate will count as salary for superannuation purposes and will be paid on leave. Those employees will become eligible for payment of this rate upon their commencement in the relevant section and the rate shall continue to be paid as a component of salary for the duration of the employee's engagement in that section, subject to their continued availability for evening duty.
- 1.3 The Secretary, in consultation with employees, will establish designated hours for an employee or a work group, that extends as far into the future as practicable.
- 1.4 Employees will commit themselves to be available to work their designated hours.
- 1.5 Supervisors will commit themselves to give as much notice as possible of any changes to designated hours, noting that changes may be caused by circumstances beyond the control of DPS.
- 1.6 Where there is short notice of changes to an employee's designated hours, both employees and supervisors will explore if there are any arrangements which would minimise disruption.
- 1.7 Where an employee takes a part of a day as approved leave, the sum of the leave taken and the hours worked on that day must not exceed the employees agreed hours for that day.
- 1.8 Nothing in this clause will limit the application of the overtime provisions in clause 19 or the flextime provisions in clause 16.
- 1.9 If an employee is covered by clause 1.1 of this Schedule and their designated hours are changed and that change:
- (a) is notified less than one working day before it takes effect; and
  - (b) is a variation of more than two hours to either the starting or finishing time,
- the employee will be paid the appropriate overtime rate for work outside the previously designated hours.

# Landscape Services



## **Schedule 4 - Landscape Services**

### **1 Broadbanding**

- 1.1 The Landscape Services workgroup has broadbanded the PSL 1, PSL 2 and PSL 3 classifications. The salary rates are shown in Appendix B. These broadband arrangements recognise increased skills from training and experience, and the ability of those staff to undertake a broader range of activities.
- 1.2 The Landscape Services workgroup has broadbanded the PSL 4 and PSL 5 classifications. The salary rates are shown in Appendix B. These broadband arrangements recognise increased skills from training and experience, and the ability of those staff to undertake a broader range of activities.
- 1.3 Advancement through these broadbands will be subject to the holding of recognised trade qualifications and years of relevant experience. For further information please refer to the Broadbanding policy.

# Parliamentary Security Service



## Schedule 5 - Parliamentary Security Service

This Schedule contains the terms and conditions for employees working in the Parliamentary Security Service (PSS). Where there is a conflict between a provision in this Schedule and the rest of the Agreement, this Schedule will prevail unless otherwise stated.

### 1 Rostering Principles

- 1.1 The Secretary will determine rostering arrangements to support the operation of DPS. Employees will be consulted in this process.
- 1.2 The determination of rostering arrangements will operate in accordance with the following principles:
  - (a) Rostering arrangements will meet operational requirements, and where practicable, efforts will be made to accommodate employee preferences in order to facilitate a healthy work-life balance.
  - (b) The Secretary may require employees to work their ordinary hours of duty outside the hours of 6:30am and 6:00pm Monday to Friday.
  - (c) A full-time employee will work 37 hours 30 minutes ordinary hours in a week, with the number of ordinary hours of duty not to exceed 7 hours and 30 minutes in a 24 hour period, except at the changeover of shifts.
  - (d) Unless mutually agreed, an employee will not be required to work more than 16 consecutive hours of duty. Employees share a mutual responsibility with management to work within the notional 16 hour limit.
  - (e) An employee who works overtime between two periods of ordinary duty shall have a minimum break of ten hours before returning to duty. Where an employee is directed to return to duty and does not receive a ten hour break in accordance with this clause, the employee will be paid at double time rates until such time as the employee has had a ten hour break.
  - (f) An employee will not suffer a loss of pay, leave credits, or TOIL, due to the operation of the ten hour break minimum break provision.
  - (g) An employee will not be required to work more than seven consecutive night shifts, unless an employee agrees to do so. Night shifts will be worked as a block of no less than four consecutive night shifts.
  - (h) Employees will be able to exchange shifts or rostered days off, provided that they have the consent of the Secretary, that the exchange of shifts is cost neutral to DPS and that the exchange would not result in a breach of a provision of this Agreement.
  - (i) The start and finish times of rosters will not be varied for the sole purpose of reducing shift penalty payments.
  - (j) Where practicable, DPS will provide employees with 28 days notice of any change to an established roster pattern.

- 1.3 Shift rosters will be provided at least seven days before the commencement of the shift. In normal circumstances, seven days notice is required for an individual shift change. However a change may be made by mutual consent between the employee and their supervisor.
- 1.4 Subject to clause 1.5 of this Schedule, in the absence of consent or seven day's notice, employees will be paid the appropriate overtime rate for work outside the previously rostered hours of duty. This will continue until the employee has received seven day's notice of change to shift.
- 1.5 Clause 1.3 of this Schedule shall not apply in cases where it is not possible to give seven day's notice because of:
  - (a) the sickness or unscheduled absence of another employee for any reason;
  - (b) for an unscheduled public hearing or function; or
  - (c) extra sitting days are scheduled by either Chamber.
- 1.6 DPS may redeploy an employee from any rostered shift to other duties within the same rostered hours of duty. Any such redeployment will apply but not be limited to:
  - (a) the need for a specific skills requirement;
  - (b) where the employee is surplus to requirements; or
  - (c) the need to avoid any other contingency.
- 1.7 An employee who is surplus to requirements on any shift may be redeployed by the Secretary to a shift outside the original rostered hours of duty with 24 hours' notice.

## **2 Penalty Rates**

- 2.1 An employee, who performs ordinary duty between the hours of 6:00pm and 6:30am, Monday to Friday, shall be entitled to payment of the following shift penalties:
  - (a) 15% for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am
  - (b) 34% for each shift in which any part of duty is performed between the hours of 12:00am and 6:30am.
- 2.2 An employee who performs ordinary duty on a Saturday shall be entitled to a 50% shift penalty for all rostered hours worked.
- 2.3 An employee who performs ordinary duty on a Sunday, shall be entitled to a 100% shift penalty for all rostered hours worked.
- 2.4 An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty for all hours.

- 2.5 An employee who performs ordinary duty on a public holiday shall be entitled to a 150% shift penalty for all rostered hours worked.
- 2.6 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.

### **3 Allowances**

#### Higher Duties Allowance

- 3.1 Higher Duties Allowance will be paid to an employee who performs all of the duties of a higher classification for a period of one shift or more, or for periods of less than one shift where it is essential the higher duties are performed.

#### Footwear Allowance

- 3.2 Employees will be paid a Footwear Allowance of \$304 per annum to purchase shoes as part of their uniform. This will be paid on the first pay day after 1 March each year. When purchasing shoes as part of a uniform, employees will have regard to any WHS and style guidelines issued by DPS.
- 3.3 DPS reserves the right to provide shoes rather than make the payment provided for under clause 3.2 of this Schedule.

#### Protective clothing, uniforms and dry cleaning

- 3.4 DPS will provide and maintain protective clothing and uniforms for all PSS employees.
- 3.5 DPS will provide and manage a dry cleaning service for uniforms, excluding shirts which will remain the responsibility of employees.

### **4 Overtime**

- 4.1 The rate of payment for overtime will be in accordance with clause 19.2.
- 4.2 Where the overtime is 30 minutes or more, payment will be made for the full period of the overtime worked subject to the following:
  - (a) Payment will be made for time actually worked where the overtime is continuous with the employee's normal rostered duty.
  - (b) A minimum of four hours overtime will be paid where the overtime is not continuous with the employee's normal rostered duty.
  - (c) Short notice overtime will be paid at double time. A minimum of four hours overtime will be paid where the overtime is short notice and will include reasonable travel time to and from duty.

- 4.3 In this Schedule, “short notice overtime” means an occasion where an employee is:
- (a) called to duty to meet an emergency; or
  - (b) given no notice of call prior to ceasing duty; or
  - (c) given less than eight hours notice.
- 4.4 Where overtime is performed immediately before and after ordinary duty, the rate of overtime will be calculated as if the entire amount of overtime performed was in a single block.
- 4.5 Where an employee is required to work in excess of 37 hours 30 minutes per week, DPS and employees will ensure that the additional hours are not excessive having regard to:
- (a) any additional overtime hours or overtime shifts already worked over the four weeks ending immediately before the request to work the additional hours; and
  - (b) any additional risk to the employee’s health and safety that either the employee makes known to DPS, or any other work related factor of which DPS is aware.
- 4.6 Employees, except casual employees, can elect to take time off in lieu (TOIL) of payments for overtime subject to:
- (a) TOIL is to be taken at a time agreed by the supervisor and employee;
  - (b) the period of time off will be calculated at the appropriate overtime rate;
  - (c) the maximum TOIL that can be accrued by an employee is 75 hours; and
  - (d) if an employee has an unused TOIL balance on 31 January each calendar year, this amount will be paid out at the appropriate hourly rate.

## **5 Meal Breaks**

- 5.1 An employee will be entitled to an unpaid meal break of at least 39 minutes for each period of ordinary duty. An employee’s meal break will be taken after 5 hours of continuous duty. If, due to operational requirements, an employee is required to continue work after five hours of continuous duty, the employee shall be paid at the relevant overtime rate from that time until a meal break is taken.
- 5.2 Where an employee is required to work overtime, and the overtime period exceeds three hours (excluding meal breaks) the employee will receive a paid meal break of 39 minutes, in addition to their existing unpaid meal break.
- 5.3 An additional paid meal break will be paid after each subsequent period of five hours overtime duty.

## **6 Essential Qualifications**

- 6.1 All PSS employees will be required to achieve and maintain competence in all areas relating to their employment. PSS employees will be provided with formal and on-the-job training to achieve initial competence.
- 6.2 DPS will provide periodic refresher training to assist PSS employees in maintaining employment competencies. This will include:
  - (a) first aid training, and
  - (b) defensive tactics.

## **7 Absence for Part of a Shift**

- 7.1 Where an employee is absent for part of a shift, the period of leave deducted from the employee's leave balance will be for the actual amount of the absence.

## **8 Sessional Part-time**

- 8.1 PSS employees engaged as sessional part-time employees are required to work an agreed number of days per year. The minimum number of days required will be actual sitting days.
- 8.2 Hours worked on sitting days will be in accordance with the master roster with the minimum shift of four hours per shift to be applied.
- 8.3 Payment for these days shall be:
  - (a) single time for the first 7 hours 30 minutes per day, thereafter at the overtime rate;
  - (b) single time for the first 37 hours 30 minutes per week, thereafter at the overtime rate.
- 8.4 Sessional part-time employees who are requested to work days other than their agreed days, and are given less than eight hours notice for working on those days, will be paid at the overtime rate as provided by clause 4.2(c) of this Schedule.

# Visitor Services and Parliament Shop



## **Schedule 6 - Visitor Services and the Parliament Shop**

**This Schedule contains the terms and conditions for employees working in Visitor Services and the Parliament Shop. Where there is a conflict between a provision in this Schedule and the rest of the Agreement, this Schedule will prevail unless otherwise stated.**

### **1 Annualised Shift Penalties - Visitor Services**

- 1.1 Shift workers who undertake part-time PSL2 duties in Visitor Services will not be paid shift penalties, but will instead receive an annualised shift allowance of \$9891 per annum. This allowance will count as salary for superannuation purposes.
- 1.2 The amount shown in clause 1.1 of this Schedule will be increased in line with clauses 42.1(b) and (c).

### **2 Foreign Language Tours**

- 2.1 Should, during the life of the Agreement, DPS require or approve the provision of foreign language tours, DPS shall negotiate an appropriate allowance with Visitor Services employees and the parties covered by the Agreement.

### **3 Annualised Shift Penalties – The Parliament Shop**

- 3.1 Shift workers who undertake PSL2 duties in the Parliament Shop will not be paid shift penalties, but instead will receive an annualised shift allowance of \$10,043 per annum. This allowance does not include a component for public holidays which will be paid in accordance with Clauses 18.6 and 18.7 and will count as salary for superannuation purposes.
- 3.2 The amount shown in clause 3.1 of this Schedule will be increased in line with clauses 42.1(b) and (c).

### **4 Additional Annual Leave**

- 4.1 An employee, other than a casual employee, who works in either Visitor Services or the Parliament Shop and is entitled to payment of an annualised shift penalty amount under this Schedule is entitled to an additional five days of annual leave where the employee works at least five months of the preceding 12 months on a roster that includes Sunday duty.
- 4.2 Employees whose total weekly hours differ within a roster period will be granted the period of additional annual leave in clause 4.1 of this Schedule based on the average daily hours worked over the roster period.
- 4.3 Employees with periods of service of less than five months, or leave for periods totalling more than seven months will be granted a pro rata amount of additional annual leave for each month worked.

## Appendix A - Salary

Classification	Salary as of June 2014	First pay after commencement	12 months after commencement	18 months after commencement
PSL 1				
PSL1.1*		\$44,913	\$45,811	\$46,270
PSL1.2*		\$46,485	\$47,415	\$47,889
PSL1.3*		\$48,112	\$49,074	\$49,565
PSL1.4	\$47,480	\$48,904	\$49,882	\$50,381
PSL1.5	\$49,142	\$50,616	\$51,628	\$52,145
PSL1.6	\$50,862	\$52,388	\$53,435	\$53,970
PSL1.7	\$52,642	\$54,221	\$55,306	\$55,859
PSL1.8	\$54,484	\$56,119	\$57,241	\$57,814
PSL1.9	\$55,297	\$56,956	\$58,095	\$58,676
* This classification only applies to employees working in the Catering Work Group.				
PSL 2				
PSL2.1	\$56,404	\$58,096	\$59,258	\$59,851
PSL2.2	\$58,378	\$60,129	\$61,332	\$61,945
PSL2.3	\$60,552	\$62,369	\$63,616	\$64,252
PSL 3				
PSL3.1	\$61,900	\$63,757	\$65,032	\$65,682
PSL3.2	\$64,685	\$66,626	\$67,958	\$68,638
PSL 4				
PSL4.1	\$65,978	\$67,957	\$69,316	\$70,010
PSL4.2	\$68,287	\$70,336	\$71,743	\$72,460
PSL4.3	\$70,677	\$72,798	\$74,254	\$74,996
PSL4.4	\$71,693	\$73,844	\$75,321	\$76,074
PSL 5				
PSL5.1	\$73,126	\$75,320	\$76,826	\$77,594
PSL5.2	\$75,685	\$77,956	\$79,515	\$80,310
PSL5.3	\$78,452	\$80,806	\$82,422	\$83,246
PSL 6				
PSL6.1	\$80,020	\$82,421	\$84,069	\$84,910
PSL6.2	\$82,821	\$85,305	\$87,011	\$87,882
PSL6.3	\$85,719	\$88,291	\$90,057	\$90,957
PSL6.4	\$88,720	\$91,381	\$93,209	\$94,141
PSL6.5	\$89,937	\$92,635	\$94,488	\$95,433
PEL 1				
PEL1.1	\$97,379	\$100,300	\$102,306	\$103,329
PEL1.2	\$100,787	\$103,811	\$105,887	\$106,946
PEL1.3	\$104,315	\$107,444	\$109,593	\$110,689
PEL1.4	\$107,966	\$111,205	\$113,429	\$114,563
PEL1.5	\$111,183	\$114,518	\$116,809	\$117,977
PEL 2				
PEL2.1	\$113,405	\$116,807	\$119,143	\$120,335
PEL2.2	\$117,374	\$120,895	\$123,313	\$124,546
PEL2.3	\$121,482	\$125,127	\$127,629	\$128,906
PEL2.4	\$125,734	\$129,506	\$132,096	\$133,417
PEL2.5	\$130,135	\$134,039	\$136,720	\$138,087
PEL2.6*	\$134,470	\$138,504	\$141,274	\$142,687
*Advancement to PEL2.6 is only available to employees rated "highly effective" or better as a result of the Performance Management Scheme set out in Part 5 of this Agreement.				

## Appendix B - Broadband Arrangements

Classification	Pay Point	Salary as of June 2014	First pay after commencement	12 months after commencement	18 months after commencement
<b>Landscape Services (PSL 1/2/3)</b>					
PSL 1	1	\$52,127	\$53,691	\$54,765	\$55,312
	2		\$55,570	\$56,681	\$57,248
	3	\$54,617	\$56,256	\$57,381	\$57,954
PSL 2	1	\$56,459	\$58,153	\$59,316	\$59,909
	2	\$58,435	\$60,188	\$61,392	\$62,006
	3	\$60,552	\$62,369	\$63,616	\$64,252
PSL 3	1	\$61,900	\$63,757	\$65,032	\$65,682
	2	\$64,685	\$66,626	\$67,958	\$68,638
<b>Landscape Services (PSL 4/5)</b>					
PSL 4	1	\$65,978	\$67,957	\$69,316	\$70,010
	2		\$70,336	\$71,743	\$72,460
	3		\$72,798	\$74,254	\$74,996
	4	\$71,693	\$73,844	\$75,321	\$76,074
PSL 5	1	\$73,126	\$75,320	\$76,826	\$77,594
	2		\$77,956	\$79,515	\$80,310
	3	\$78,452	\$80,806	\$82,422	\$83,246
<b>Parliamentary Security Service (PSL 1/2)</b>					
PSL 1	1	\$52,127	\$53,691	\$54,765	\$55,312
	2		\$55,570	\$56,681	\$57,248
	3	\$54,617	\$56,256	\$57,381	\$57,954
PSL 2	1	\$56,459	\$58,153	\$59,316	\$59,909
	2		\$60,188	\$61,392	\$62,006
	3	\$60,552	\$62,369	\$63,616	\$64,252
<b>Electrical, Mechanical and Fabric Services (PSL 2/3)</b>					
PSL 2	1	\$56,459	\$58,153	\$59,316	\$59,909
	2	\$57,944	\$59,682	\$60,876	\$61,485
PSL 3	1	\$62,610	\$64,488	\$65,778	\$66,436
	2	\$64,685	\$66,626	\$67,958	\$68,638
The Parliamentary Library workgroup has broadbanded the PSL 4 and PSL 5 classifications in the Research Branch.					
<b>Research Branch (PSL 4/5)</b>					
PSL 4	1	\$65,978	\$67,957	\$69,316	\$70,010
	2		\$70,336	\$71,743	\$72,460
	3		\$72,798	\$74,254	\$74,996

	4	\$71,693	\$73,844	\$75,321	\$76,074
PSL 5	1	\$73,126	\$75,320	\$76,826	\$77,594
	2		\$77,956	\$79,515	\$80,310
	3	\$78,452	\$80,806	\$82,422	\$83,246
The Parliamentary Library workgroup has broadbanded the PSL 4 and PSL 5 classifications in Library Collections and Database Branch.					
<b>Library Collections and Database (PSL 4/5)</b>		Salary as of June 2014	First pay after commencement	12 months after commencement	18 months after commencement
PSL 4	1	\$65,978	\$67,957	\$69,316	\$70,010
	2		\$70,336	\$71,743	\$72,460
	3		\$72,798	\$74,254	\$74,996
	4	\$71,693	\$73,844	\$75,321	\$76,074
PSL 5	1	\$73,126	\$75,320	\$76,826	\$77,594
	2		\$77,956	\$79,515	\$80,310
	3	\$78,452	\$80,806	\$82,422	\$83,246
ParlAV workgroup has broadbanded the PSL 4 and PSL 5 classifications, which undertake broadcast operations, audio visual, videotape, and multi-media and master control work.					
<b>ParlAV (PSL 4/5)</b>		Salary as of June 2014	First pay after commencement	12 months after commencement	18 months after commencement
PSL 4 DPS	1	\$65,978	\$67,957	\$69,316	\$70,010
	2		\$70,336	\$71,743	\$72,460
	3		\$72,798	\$74,254	\$74,996
	4	\$71,693	\$73,844	\$75,321	\$76,074
PSL 5 DPS	1	\$73,126	\$75,320	\$76,826	\$77,594
	2		\$77,956	\$79,515	\$80,310
	3	\$78,452	\$80,806	\$82,422	\$83,246
Hansard workgroup has broadbanded the PSL 5 and PSL 6 classifications undertaking editing work.					
<b>Hansard Editors (PSL 5/6)</b>		Salary as of June 2014	First pay after commencement	12 months after commencement	18 months after commencement
PSL 5 DPS	1	\$73,126	\$75,320	\$76,826	\$77,594
	2		\$77,956	\$79,515	\$80,310
	3	\$78,452	\$80,806	\$82,422	\$83,246
PSL 6 DPS	1	\$80,020	\$82,421	\$84,069	\$84,910
	2		\$85,305	\$87,011	\$87,882
	3		\$88,291	\$90,057	\$90,957
	4		\$91,381	\$93,209	\$94,141
	5	\$89,937	\$92,635	\$94,488	\$95,433

## Appendix C - Definitions

Term	Definition
Agreement	<i>Department of Parliamentary Services Enterprise Agreement 2017</i>
APS	Australian Public Service
Australian Parliamentary Service	The Australian Parliamentary Service established by section 9(1) of the <i>Parliamentary Service Act 1999</i>
Casual employee	An employee engaged under section 22(2)(c) of the <i>Parliamentary Service Act 1999</i> to perform duties that are irregular or intermittent
Designated hours	The hours of work for an employee determined by the requirements of the employee's duty statement or assigned duties to meet operational requirements. Designated hours do not apply to a shift worker.
DPS	Department of Parliamentary Services
Emergency	An unforeseen occurrence; a sudden and urgent occasion for action; or a juncture that arises or "turns up", especially a state of things unexpectedly arising and urgently demanding immediate action
Immediate family	<p>a) the employee's spouse or de facto partner (including a former spouse or de facto partner), irrespective of gender or gender identity</p> <p>b) a child, parent, grandparent, grandchild or sibling of the employee or of the employee's spouse or de facto partner, or</p> <p>c) another person who is related to the employee or the employee's spouse (including a former spouse) or de facto partner, by marriage, adoption, fostering, guardianship or traditional kinship</p>
NES	National Employment Standards set out in the <i>Fair Work Act 2009</i>
Parliamentary sitting period	A period, generally Monday to Thursday during which the Senate and/or House of Representatives sits
Presiding Officers	The President of the Senate and the Speaker of the House of Representatives
Roster	A schedule of shifts specifying the days and hours that a shift worker is required to perform duty

Secretary	The person performing the duties of the office of Secretary of DPS and, where relevant, includes a delegate of the Secretary or a person authorised for a particular purpose by the Secretary
SES	The Senior Executive Service within the meaning of the <i>Parliamentary Service Act 1999</i>
Shift Worker	An employee who works a roster where any part of their ordinary hours is outside the span of hours Monday to Friday and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period
Supervisor	The person to whom an employee is responsible and who is authorised by the Secretary to exercise the powers and responsibilities of a supervisor in relation to that employee

## **Appendix D - Trainees**

### **1 General**

- 1.1 The principle objective of a DPS Traineeship (the traineeship) is to provide additional employment and training opportunities for young people to enhance their skill levels and future employment prospects.
- 1.2 Trainees should not displace existing employees from employment.

### **2 Training Conditions**

- 2.1 A DPS trainee will attend approved on and off the job training courses or programs prescribed in the relevant training agreement (the training agreement).
- 2.2 DPS will ensure that the trainee is permitted to attend the prescribed off the job training course and is provided with on the job training as outlined in their training agreement.
- 2.3 DPS will provide a level of supervision in accordance with the relevant industry codes.
- 2.4 The parties covered by this Agreement agree that the traineeship will be monitored by DPS and an appropriate authority.

### **3 Employment Conditions**

- 3.1 A DPS trainee may be engaged for a period of 12 months as a full-time non-ongoing employee subject to satisfactory completion of a probationary period of up to one month.
- 3.2 The DPS trainee is permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training agreement.
- 3.3 Where a DPS trainee is re-engaged by DPS after the completion of his or her traineeship, the period of the traineeship will count as service for the purpose of this training agreement and long service leave entitlements.
- 3.4 DPS does not envisage that trainees will be required to work overtime or as shift workers. However, if DPS requires trainees to work overtime and shift work the relevant penalties and allowances of this training agreement, based on the trainee wage, will apply.

### **4 Calculation of Salary Rate**

- 4.1 The annual wage rate for a DPS trainee will be based on the salary range for the relevant classification as shown in Appendix A of this Agreement. The rate from Appendix A will have the appropriate percentage applied to it from the table below. The rate paid will be 75% of that amount for the relevant classification.

<b>Education level completed</b>	<b>% of minimum salary of relevant classification</b>
Year 10	60%
Year 11	70%
Year 12	81%

The calculations in this clause are based on 39 weeks (including leave) on the job training and 13 weeks of 'off the job training'.

# Appendix E – Supported wage system

## 1 Supported Wage System

1.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

1.2 In this Appendix:

- **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- **disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme
- **relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged
- **supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)
- **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

## 2 Eligibility Criteria

2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

2.2 This Appendix does not apply to any existing employee who has a claim against DPS which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### 3 Supported Wage Rates

3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following table:

Assessed capacity (clause 4.1) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- (a) provided that the minimum amount payable must be not less than \$84 per week; and
- (b) where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

### 4 Assessment of Capacity

4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted DPS and the employee and, if the employee so desires, a union which the employee is eligible to join.

4.2 All assessments made under this Schedule must be documented in an SWS wage assessment agreement, and retained by DPS as a time and wages record in accordance with the *Social Security Act 1991*.

### 5 Lodgement of SWS wage assessment agreement

5.1 All SWS wage assessment agreements under the conditions of this Appendix, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by DPS with the Fair Work Commission.

5.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **6 Review of Assessment**

- 6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **7 Other Terms and Conditions of Employment**

- 7.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

## **8 Workplace Adjustment**

- 8.1 An employer wishing to employ a person under the provisions of this Appendix must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **9 Trial Period**

- 9.1 In order for an adequate assessment of the employee's capacity to be made, DPS may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 9.3 The minimum amount payable to the employee during the trial period must be no less than \$84 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where DPS and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4.1 of this Appendix.

## Appendix F – Interaction with Salary

	recognised as salary for the following purposes							paid on termination of employment			
	Annual Leave	Personal Leave	Purchased Leave	LSL	Maternity Leave	Overtime	Superannuation	Paid in lieu of notice	Annual Leave in Lieu	LSL in lieu	Counts for redundancy purposes
<b>Entitlement</b>											
<b>17% flexibility payment</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Evening duty payment</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>shift penalties</b>	half	X	X	X	X	X	✓	✓	half	X	X
<b>restriction allowance</b>	X	X	X	X	X	X	X*	X	X	X	X
<b>higher duties allowance (HDA)</b>	✓	✓	✓	✓	✓	✓*	✓*	✓*	✓*	✓*	✓*
<b>first aid allowance</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>licence allowance</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>loading dock screening allowance</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>advanced defensive tactics allowance</b>	X	X	X	X	X	X	X	X	X	X	X
<i>*certain eligibility requirements and qualifying timeframes may apply</i>											

## Signatories



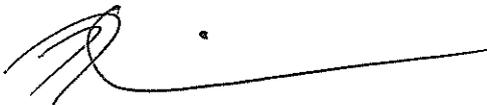
Rob Stefanic Secretary  
Department of Parliamentary Services  
Signed for and on behalf of the Commonwealth of Australia  
Parliament House, PO Box 6000, Canberra ACT 2600



Beth Vincent-Pietsch  
Deputy Secretary  
Community and Public Sector Union  
Signed for and on behalf of the Community and Public Sector Union  
40 Brisbane Avenue Barton ACT 2600



Name: Steven Murphy  
Title: State Secretary  
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Signed for and on behalf of the Australian Manufacturing Workers Union 189  
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Name: Dave McKinley  
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1 November 2017