



PARLIAMENT OF AUSTRALIA
DEPARTMENT OF PARLIAMENTARY SERVICES

ENTERPRISE AGREEMENT 2024



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Part 1 - General Matters

1 Title

- 1.1 This Agreement will be known as the 'Department of Parliamentary Services Enterprise Agreement 2024' (the Agreement).

2 Closed comprehensive Agreement

- 2.1 This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 2.2 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 2.3 Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

3 Coverage

- 3.1 This Agreement is an "Enterprise Agreement" pursuant to section 172 of the Fair Work Act 2009.
- 3.2 This Agreement will 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*.
- 3.3 Subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisations which were bargaining representatives for this agreement:
- (a) Australian Manufacturing Workers Union;
 - (b) Community and Public Sector Union;
 - (c) Construction, Forestry, Maritime, Mining and Energy Union; and
 - (d) Electrical Trades Union.

4 Duration

- 4.1 This Agreement will 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 12 January 2027.

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 National Employment Standards (NES) Precedence

6.1 The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any terms of this Agreement is detrimental to an employee of DPS in any respect when compared with the NES.

7 Delegations

7.1 The Secretary may delegate to or authorise any person to perform any or all of the Secretary's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

8 Dispute Resolution

8.1 If a dispute relates to:

- (a) a matter arising under this Enterprise Agreement; or
- (b) the NES;

this term sets out procedures to settle the dispute.

8.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

8.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

8.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

8.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 8.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

8.6 The Fair Work Commission may deal with the dispute in 2 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 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 Act. Therefore, an appeal may be made against the decision.

8.7 While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at DPS that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

(b) subject to 8.7(a), 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.

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

8.9 Any disputes arising under the Department of Parliamentary Services Enterprise Agreement 2017 or the NES that were formally notified under clause 7 of that Agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

8.10 Where the provisions of 8.1 to 8.6 have been complied with, and to assist in the resolution of the matter, the employee, and/or union delegate or other employee representative referred to in clause 8.2, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 8.5.

9 Individual Flexibility Arrangements

9.1 DPS and an employee covered by this 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) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) remuneration; and
- (vi) leave and leave loading.

(b) the arrangement meets the genuine needs of DPS and employee in relation to one or more of the mentioned in clause 9.1(a) and

(c) the arrangement is genuinely agreed to by DPS and employee.

9.2 DPS must ensure that the terms of the individual flexibility arrangement:

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

9.3 DPS must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of DPS and employee;
- (c) is signed by DPS 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;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

9.4 DPS give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5 DPS or the 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 DPS and employee agree in writing – at any time.

9.6 DPS and the employee are to review the individual flexibility arrangement at least every 12 months.

10 Consultation

Principles

10.1 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.

10.2 DPS recognises:

- (a) the importance of inclusive and respective consultative arrangements;
- (b) employees and the relevant union(s) should have genuine opportunity to influence decisions;
- (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on DPS policies may

occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;

- (d) consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- (e) the benefits of employee and union involvement and the right of employees to be represented by their union.

10.3 Genuine and effective consultation involves:

- (a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- (b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- (c) considering feedback from employees and the relevant union(s) in the decision-making process; and
- (d) advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

10.4 Consultation is required in relation to:

- (a) changes to work practices which materially alter how an employee carries out their work;
- (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- (c) major change that is likely to have a significant effect on employees;
- (d) implementation of decisions that significantly affect employees;
- (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- (f) other workplace matters that are likely to significantly or materially impact employees.

10.5 DPS, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of DPS. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

10.6 This clause applies if DPS:

- (a) proposes to introduce a major change to its production, program, organisation, structure or technology in relation to its enterprise that it is likely to have significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

- 10.7 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
- 10.8 DPS must recognise the representative if:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative.

Major Change

- 10.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to 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 restructuring of jobs.
- 10.10 The following additional consultation requirements in clause 10.11 to 10.17 apply to a proposal to introduce a major change referred to in clause 10.4(c).
- 10.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 10.5.
- 10.12 Where practicable, a DPS change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 10.13 DPS must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 10.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 5, DPS must:

(a) discuss with affected employees and relevant union(s) and/or other recognised representatives:

(i) the proposed change;

- i. the effect the proposed change is likely to have on the employees; and
- ii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

(ii) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:

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

10.15 DPS must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

10.16 However, DPS is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

10.17 If a term 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 10.11 to 10.15 are taken not to apply.

Changes to regular roster or ordinary hours of work

10.18 The following additional consultation requirements in clause 10.19 to 10.22 apply to a proposal to introduce a change referred to in clause 10.4(e).

10.19 DPS must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

10.20 As soon as practicable after proposing to introduce the change, DPS must:

- (a) discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
- (b) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

(i) all relevant information about the proposed change, including the nature of the proposed change; and

- (ii) information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
- (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (c) invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.21 However, DPS is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

10.22 DPS must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

10.23 Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

11 DPS Consultative Committee

11.1 The Secretary may establish a DPS consultative committee to discuss relevant workplace matters.

11.2 The DPS consultative committees will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

12 Work Health and Safety (WHS)

12.1 DPS is committed to providing its employees with a safe, healthy workplace and working environment and 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)*.

12.2 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 \$175 for eyewear; 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.

Employee Assistance Program

- 12.3 Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by DPS and will be accessible on paid time.

13 Payment on Death

- 13.1 When an employee dies, or the Secretary has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Secretary must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee’s death, it should be made to their legal representative.

14 Employee Representation

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 The role of employee representatives is to be respected and facilitated.

15 Delegates’ Rights

- 15.1 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to DPS.
- 15.2 The role of union delegates is to be respected and supported.

15.3 DPS and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

15.4 DPS respects the role of union delegates to:

- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
- (b) consult with other delegates and union officials, and get advice and assistance from union officials;
- (c) represent the interests of members to the employer and industrial tribunals; and
- (d) represent members at relevant union forums, consultative committees or bargaining.

15.5 DPS and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

15.6 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

15.7 To support the role of union delegates, DPS will, subject to legislative and operational requirements, including privacy and security requirements:

- (a) provide union delegates with reasonable access to DPS facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- (b) advise union delegates and other union officials of the DPS facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- (c) allow reasonable official union communication appropriate to the DPS from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include DPS vetoing reasonable communications;
- (d) provide access to new employees as part of induction; and
- (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

15.8 Where Parliamentary Service employees are elected as officials of a trade union or professional association, they are not required to seek permission from DPS before speaking publicly in that capacity, subject to the Parliamentary Service Code of Conduct and legislative requirements.

Part 2 - Working Arrangements

16 Hours of Duty

- 16.1 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.
- 16.2 Subject to clause 23, 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 16.1.

17 Workloads

- 17.1 DPS recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 17.2 When determining workloads for an employee or group of employees, DPS will consider the need for employees to strike a balance between their work and personal life.
- 17.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, DPS and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

18 Part-Time Work

- 18.1 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 18.2 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Regular part-time employment

- 18.3 Employees may be engaged on a regular part-time basis to work regular weekly hours which are less than full-time hours.
- 18.4 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 18.7.

- 18.5 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.
- 18.6 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.
- 18.7 DPS is mindful of family friendly employment policies and in accordance with the FW Act an employee returning to work from parental leave will have access to regular part-time employment subject to clause 18.5.
- 18.8 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.
- 18.9 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 26 will apply.
- 18.10 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 will be paid as overtime in accordance with clause 26.
- 18.11 For the purposes of clauses 18.9 and 18.10 "agreed hours" means the pattern of daily working hours agreed under clause 18.6.
- 18.12 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.

19 Sessional Part-Time Employment

- 19.1 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).
- 19.2 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.

- 19.3 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 19.2.
- 19.4 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 will be paid at their ordinary rate for the day or hours worked.
- 19.5 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 23.
- 19.6 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 will be paid as overtime in accordance with clause 26.
- 19.7 For the purposes of clauses 19.5 and 19.6 "agreed hours" means the pattern of daily working hours, and days of work, agreed under clauses 19.2 and 19.3.
- 19.8 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.
- 19.9 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 19.4. A period of specified days or other days worked includes either the day (or days) worked before or after a public holiday.

20 Casual (irregular and intermittent) employment

- 20.1 A casual (irregular and intermittent) employee is defined in Appendix C.
- 20.2 A decision to expand the use of casual employees is subject to clause 10 of this Agreement.
- 20.3 DPS will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- 20.4 Remuneration for casual employees will be on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.

- 20.5 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 20.6 A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.
- 20.7 A casual employee who is eligible for the workplace responsibility allowance will be paid the full amount.

21 Non-ongoing employment

- 21.1 A non-ongoing employee is defined in Appendix C.
- 21.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- (a) personal/carer's leave accrual at clause 32; and
 - (b) redundancy provisions at Part 8, subject to clause 21.3.
- 21.3 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Part 8 will apply.
- 21.4 If the redundancy provisions apply to an employee under clause 21.3, DPS must adhere to the consultation requirements at clause 10.

22 Meal Breaks

- 22.1 Employees will take a meal break of at least 30 minutes within or at 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.
- 22.2 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.

23 Flextime

- 23.1 Flextime is a system of flexible working arrangements which enables employees and their supervisors to vary working hours and patterns.
- 23.2 The flextime provisions prescribed in clauses 23.1 to 23.10 apply to all employees who are classified at or below Parliamentary Service Level 6 (PSL 6), except shift workers and casual employees.
- 23.3 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.
- 23.4 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.
- 23.5 Where access to flextime is withdrawn the employee will 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

- 23.6 An employee entitled to accrue flextime may accumulate flex credits on an hour for hour basis.
- 23.7 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.
- 23.8 Employees will use their flextime credits before leaving DPS and supervisors will not prevent this from happening.
- 23.9 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.
- 23.10 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 will 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.

24 Working Arrangements for Employees at Parliamentary Executive Levels (PEL1 and 2)

- 24.1 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.
- 24.2 It is therefore important that PEL employees be assured that working agreed additional hours, as stated in clause 24.1, will be recognised through a "time off in lieu" (**PELTOIL**) arrangement.
- 24.3 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 24.4, an "hour for hour" accrual of PELTOIL is not envisaged.
- 24.4 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.
- 24.5 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.
- 24.6 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 24.5 will be granted an agreed amount of time off within three months of reaching the PELTOIL maximum.
- 24.7 PEL1 employees cannot cash out any accrued PELTOIL on ceasing employment with DPS or go into debit under this scheme.
- 24.8 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.
- 24.9 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.

24.10 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.

25 Shift Work

25.1 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 25 does not apply to employees who work designated hours.

25.2 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.

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

- (a) 15 per cent for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am.
- (b) 34 per cent for each shift in which any part of duty is performed between the hours of 12:00am and 6:00am.

25.4 An employee who performs ordinary duty on a Saturday will be entitled to a 50 per cent shift penalty for all rostered hours worked.

25.5 An employee who performs ordinary duty on a Sunday, will be entitled to a 100 per cent shift penalty for all rostered hours worked.

25.6 An employee rostered off duty on a public holiday will be entitled to a 100 per cent shift penalty for all hours the employee would have worked had the day not been a public holiday.

25.7 An employee who performs ordinary duty on a public holiday will be entitled to a 150 per cent shift penalty for all rostered hours worked.

25.8 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 per cent penalty will apply.

26 Overtime

26.1 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.

26.2 Where an employee works overtime, the following rates of payment will 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.
- 26.3 In calculating the employee's hourly rate of pay, the divisor will be 37.5.
- 26.4 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 26.2.
- 26.5 An employee who works overtime between two periods of ordinary duty will 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.
- 26.6 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 26.5, 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.

27 Job Security

Commitment to ongoing employment regarding rebuilding Parliamentary Service capacity

- 27.1 The Parliamentary Service is a career-based public service. In its engagement decisions, DPS recognises that the usual basis for engagement is an ongoing Parliamentary Service employee.

Reporting

- 27.2 Where a consultative committee is in place, DPS will report to the DPS consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by DPS.

Pathways to permanency

- 27.3 DPS will comply with the casual conversion provision of the FW Act. In addition, DPS recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

28 Flexible Working Arrangements

28.1 DPS, employees and their unions recognise:

- (a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- (b) access to flexible work can support strategies to improve diversity in employment and leadership in the Parliamentary Service;
- (c) access to flexible work supports Parliamentary Service capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
- (d) that flexibility applies to all roles in DPS, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- (e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

28.2 DPS is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across DPS at all levels. This may include developing and implementing strategies through a DPS consultative committee.

28.3 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

28.4 The following provisions do not diminish an employee's entitlement under the NES.

28.5 An employee may make a request for a formal flexible working arrangement.

28.6 The request must:

- (a) be in writing;
- (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- (c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

28.7 The Secretary must provide a written response to a request within 21 days of receiving the request.

28.8 The response must:

- (a) state that the Secretary approves the request and provide the relevant detail in clause 28.9; or
- (b) if following discussion between DPS and the employee, DPS and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

- (c) state that the Secretary refuses the request and include the following matters:
 - (i) details of the reasons for the refusal; and
 - (ii) set out DPS' particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - (iii) either:
 - i. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that DPS would be willing to make; or
 - ii. state that there are no such changes; and
 - (iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the Enterprise Agreement, and if the employee is an eligible employee under the FW Act the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

28.9 Where the Secretary approves the request this will form an arrangement between DPS and the employee. Each arrangement must be in writing and set out:

- (a) any security and work health and safety requirements;
- (b) a review date (subject to clause 28.13); and
- (c) the cost of establishment (if any).

28.10 The Secretary may refuse to approve the request only if:

- (a) DPS has discussed the request with the employee; and
- (b) DPS has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- (c) DPS and the employee have not reached such an agreement; and
- (d) DPS has had regard to the consequences of the refusal for the employee; and
- (e) the refusal is on reasonable business grounds.

28.11 Reasonable business grounds include, but are not limited to:

- (a) the new working arrangements requested would be too costly for DPS;
- (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

- (e) the new working arrangements requested would be likely to have a significant negative impact on customer service;
- (f) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

28.12 For First Nations employees, DPS must consider connection to country and cultural obligation in responding to requests for altering the location of work.

28.13 Approved flexible working arrangements will be reviewed by DPS and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

28.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 28.6. An employee may request to pause or terminate an approved flexible working arrangement.

28.15 The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 27.17.

28.16 DPS must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

28.17 Prior to the Secretary varying, pausing or terminating the arrangement under clause 28.15, DPS must have:

- (a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- (b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- (c) had regard to the consequences of the variation, pause or termination for the employee;
- (d) ensured the variation, pause or termination is on reasonable business grounds; and
- (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 28.8(c).

Working from home

28.18 DPS will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.

- 28.19 DPS may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
- 28.20 An employee working at home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 28.21 DPS will provide employees with guidance on working from home safely.
- 28.22 Employees will not be required by DPS to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, DPS will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 28.23 Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
- 28.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 28.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 28.4 to 28.13.
- 28.26 DPS should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 28.27 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, DPS should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- 28.28 An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Secretary, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. DPS will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Part 3 – Leave

29 General Matters

29.1 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.

29.2 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.

29.3 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.

30 Portability of Accrued Leave Entitlements

30.1 If an employee moves (including on promotion or for an agreed period) to DPS from another 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/carer's leave (however described) will be recognised, provided there is no break in the continuity of service.

30.2 Where an employee is engaged in DPS immediately following a period of ongoing employment in the ACT Government Service, a non-APS Commonwealth agency or the High Court, the employee's unused personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

30.3 Where an employee is engaged as an ongoing employee in DPS, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

30.4 Where an employee is engaged as a non-ongoing DPS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

- 30.5 Where an employee is engaged as an ongoing employee in DPS, and immediately prior to the engagement the person was employed by a Commonwealth Government entity, the Secretary will recognise any unused accrued personal/carer's leave at the employee's request. The Secretary will advise the employee of their ability to make this request.
- 30.6 Where an employee is engaged as an ongoing employee in DPS, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 30.7 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.

31 Recognition of Prior Service

- 31.1 Where an employee was previously employed in the Parliamentary Service; the ACT Government Service; a non-APS Commonwealth agency; the High Court 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.

32 Personal/Carer's Leave

Entitlement

- 32.1 An employee, except a casual employee, is entitled to accrue personal/carer's leave at the rate of 19 days per annum.
- 32.2 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.
- 32.3 Personal/carer's leave, both paid and unpaid will count as service for all purposes.

Usage

- 32.4 Personal/carer's leave is to be used:
- (a) due to personal illness or injury of an employee;
 - (b) to attend appointments with a registered health practitioner;
 - (c) to manage a chronic condition;
 - (d) other significant personal circumstances requiring the employee's absence from duty; and/or
 - (e) to provide care or support for a family or household member or a person they have caring responsibilities for, because:

- (i) of a personal illness or injury affecting the other person
- (ii) of an unexpected emergency affecting the other person.

32.5 An employee absent from the workplace on personal leave will inform their supervisor as soon as is practicable.

Carers

32.6 A person that an employee has caring responsibilities for may include a person who needs care because they:

- (a) have a medical condition, including when they are in hospital;
- (b) have a mental illness;
- (c) have a disability;
- (d) are frail or aged; and/or
- (e) are a child, not limited to a child of the employee.

Evidence

32.7 Evidence may be requested after:

- (a) more than 3 consecutive days; and
- (b) more than 8 days without evidence in a calendar year.

32.8 Acceptable evidence includes:

- (a) a certificate from a registered health practitioner;
- (b) a statutory declaration; and
- (c) another form of evidence approved by the Secretary.

32.9 A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Accrual

32.10 For an ongoing employee, 19 days personal/carer's leave will be credited upon the employee's commencement with DPS. In subsequent years, the employee's leave will accrue and be credited daily.

32.11 For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with DPS. This will be 19 days leave pro-rated based on the employee's initial contract period, and is capped at 19 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue and be credited daily.

32.12 A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

32.13 Leave at half pay may be approved by the Secretary.

32.14 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.

33 Compassionate Leave

33.1 Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- (a) a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
- (b) the employee or their partner has a miscarriage.

33.2 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

33.3 For casual employees, compassionate leave is unpaid.

33.4 An employee may be asked to provide evidence to support their absences on compassionate leave.

34 Bereavement Leave

34.1 Employees will be eligible for 3 days paid bereavement leave on each occasion when:

- (a) a member of their family, household or someone they had a close personal relationship with dies; or
- (b) a child is stillborn, where the child was a member of their family (including a member of their household).

34.2 An employee may be asked to provide evidence to support their absences on bereavement leave.

34.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

34.4 For casual employees, bereavement leave is unpaid.

35 Annual Leave

35.1 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

35.2 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 35.8.

35.3 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.

35.4 The provisions of clause 35.3 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.

35.5 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.

34.6 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.

35.7 Miscellaneous leave without pay, or any extended leave, will 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

35.8 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.

Annual leave on half pay

35.9 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

35.10 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.

35.11 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 35.10.

35.12 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.

36 Purchased Leave

36.1 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.

36.2 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.

36.3 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.

37 Parental Leave

37.1 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

37.2 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of

birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

37.3 Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

37.4 A primary caregiver, secondary caregiver and ML Act is defined in Appendix C.

Payment during parental leave

37.5 An employee is entitled to parental leave with pay as per clauses 37.7 and 37.8 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.

37.6 Employees newly engaged or who have moved to DPS from an APS agency are eligible for the paid parental leave clause in clauses 37.7 and 37.8 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 37.7 and 37.8 the balance is available to the employee.

37.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1 [Primary caregivers – circumstances for paid parental leave]** below:

Table 1: Primary caregivers – circumstances for paid parental leave

Paid leave entitlements under the ML Act	Additional parental leave with pay under this Agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

37.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2 [Secondary caregivers – circumstances for paid parental leave]** below.

Table 2: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this Agreement
From the commencement of the Agreement to 11 January 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
12 January 2025 to 11 January 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
12 January 2026 to 11 January 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 12 January 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

37.9 **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.

37.10 **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

37.11 **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

37.12 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:

- (a) is under 16 as at the day (or expected day) of placement;
- (b) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

37.13 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

37.14 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

37.15 A stillborn child is a child:

- (a) who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
- (b) who has not breathed since delivery; and
- (c) whose heart has not beaten since delivery.

Pregnancy loss leave

37.16 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

37.17 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

37.18 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

37.19 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 37.18 until after the legislated paid maternity leave is used.

38 Miscellaneous Leave

38.1 The Secretary may grant an employee miscellaneous 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.

39 Long Service Leave

39.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

39.2 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other

periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 41 of this Agreement.

40 Cultural, Ceremonial and NAIDOC Leave

NAIDOC Leave

40.1 First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

40.2 NAIDOC leave can be taken in part days.

First Nationals Ceremonial Leave

40.3 First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

40.4 The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

40.5 First Nations ceremonial Leave can be taken as part days.

40.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural Leave

40.7 The Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

40.8 The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

40.9 Cultural leave can be taken as part days.

40.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 40.3.

41 Re-crediting of Leave

41.1 When an employee is on:

- (a) annual leave;
- (b) purchased leave;
- (c) defence reservist leave;
- (d) First Nations ceremonial leave;
- (e) NAIDOC leave;
- (f) cultural leave; or

(g) long service leave; and

becomes eligible for, under legislation or this Agreement:

- (a) personal/carer's leave;
- (b) compassionate or bereavement leave;
- (c) jury duty;
- (d) emergency services leave;
- (e) leave to attend to family and domestic violence circumstances; or
- (f) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

41.2 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

41.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

42 Close-down and Additional Holiday

42.1 Employees, except casual employees, will be granted the two working days between Christmas and New Year as close-down with pay.

42.2 Employees directed to work on a close-down day will be granted a day in lieu.

42.3 Shift workers rostered off on a close-down day will be granted a day in lieu.

42.4 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.

43 Public Holidays

43.1 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday and the following Monday;
- (d) 25 April (ANZAC Day);
- (e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (f) 25 December (Christmas Day);
- (g) 26 December (Boxing Day);
- (h) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a

kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

- 43.2 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 43.3 The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 43.4 The Secretary and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 43.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 43.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay.)
- 43.7 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 43.1(a) to 43.1(h).
- 43.8 An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 43.9 Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or PEL TOIL in recognition of the planned day off.
- 43.10 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 25.6. This clause does not apply to employees covered by Schedule 6 of this Agreement.

43.11 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.

44 Defence Reservists Leave

44.1 The Secretary will give an employee leave with or without pay to undertake:

- (a) Australian Defence Force (ADF) Reserve continuous full-time service (CFTS); and
- (b) Australian Defence Force Cadet obligations.

44.2 An employee who is a Defence Reservist can take leave with pay for:

- (a) up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- (b) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

44.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

44.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- (a) Australian Navy Cadets;
- (b) Australian Army Cadets; and
- (c) Australian Air Force Cadets.

44.5 In addition to the entitlement at clause 44.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

44.6 Employees are to notify their supervisor at the earliest opportunity once the dates are known and/or changed.

44.7 Paid defence reservist leave counts for service.

44.8 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

44.9 Unpaid leave taken over 6 months counts as service, except for annual leave.

44.10 An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

45 Defence Service Sick Leave

- 45.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- (a) warlike service; or
 - (b) non-warlike service.
- 45.2 An eligible employee can get 2 types of credits:
- (a) an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - (i) they start employment with DPS; or
 - (ii) DVA certifies the condition.
 - (b) an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 45.3 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 45.4 Unused annual credits can be built up to 9 weeks.
- 45.5 An employee cannot use annual credits until the initial credit is exhausted.
- 45.6 Defence service sick leave is paid and counts as service for all purposes.

46 Community Service Leave

- 46.1 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 FW Act, 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.

47 Jury Duty

- 47.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 47.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.

(a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.

47.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

47.4 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to DPS for the period of absence. This will be administered in accordance with the overpayments clause.

48 Emergency Response Leave

48.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:

- (a) the time engaged in the activity;
- (b) reasonable travelling time; and
- (c) reasonable recovery time.

48.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Secretary may provide additional emergency response leave with pay.

(a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.

48.3 Paid leave may be refused where the employee's role is essential to DPS' response to the emergency.

48.4 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

48.5 The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.

48.6 Emergency response leave, with or without pay, will count as service.

49 Leave to attend proceedings

49.1 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

49.2 An employee who is not covered under clause 49.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal

Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and DPS.

49.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.

49.4 The Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

50 Blood Donation

50.1 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.

50.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

51 Lactation and Breastfeeding Support

51.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

51.2 DPS will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 51.3. In considering whether a space is appropriate, DPS will consider whether:

- (a) there is access to refrigeration;
- (b) the space is lockable; and
- (c) there are facilities needed for expressing such as appropriate seating.

51.3 Where it is not practicable for the DPS site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

51.4 DPS will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

51.5 The manager and employee will discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.

51.6 Further information is available in policy.

52 Disaster Support

- 52.1 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Secretary will consider flexible working arrangements to assist the employee to perform their work.
- 52.2 Where flexible working arrangements are not appropriate, the Secretary may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 52.3 In considering what period of leave is appropriate, the Secretary will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

Part 4 – Employee Support and Workplace Culture

53 Respect at Work

Principles

- 53.1 DPS values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. DPS recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 53.2 DPS recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

- 53.3 DPS will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Diversity

- 53.4 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.
- 53.5 DPS will adopt measures to improve the diversity of parliamentary workplaces, particularly Aboriginal and Torres Strait Islander employees, employees with disability, employees from culturally or linguistically diverse backgrounds, women, members of the LGBTQIA+ community and mature age workers.
- 53.6 This may include recruitment and retention strategies, employment targets, use of identified and affirmative measures positions, and cultural awareness training.

Employees with lived experience will have the opportunity to contribute to the efforts to improve diversity in employment and leadership.

- 53.7 Employee Networks will be facilitated within DPS to promote a diverse, safe, and inclusive workplace for all employees.

54 Family and domestic violence support

- 54.1 DPS will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

- 54.2 DPS recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

- 54.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.

- 54.4 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

- (a) illness or injury affecting the employee resulting from family and domestic violence;
- (b) providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
- (c) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
- (d) making arrangements for the employee's safety, or the safety of a close relative;
- (e) accessing alternative accommodation;
- (f) accessing police services;
- (g) attending court hearings;
- (h) attending counselling; and
- (i) attending appointments with medical, financial or legal professionals.

- 54.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.

- 54.6 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

- 54.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.

- 54.8 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 54.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 54.10 Evidence may be requested to support DPS in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence DPS will require, unless the employee chooses to provide another form of evidence.
- 54.11 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 54.12 DPS will take all reasonable measures to treat information relating to family and domestic violence confidentially. DPS will adopt a 'need to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps DPS may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 54.13 Where DPS needs to disclose confidential information for purposes identified in clause 54.12, where it is possible DPS will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 54.14 DPS will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 54.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 54.16 DPS will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 54.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

55 Integrity in the Parliamentary Service

- 55.1 DPS understands that procedural fairness is essential in building and maintaining trust with Parliamentary Service employees, and that it requires fair and impartial processes for employees affected by Parliamentary Service or DPS' decisions.
- 55.2 Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will

not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the Parliamentary Service Code of Conduct in the PS Act.

- 55.3 Employees can, during their ordinary work hours, take time to:
- (a) access to services provided by a professional association such as a law society or in DPS;
 - (b) attend DPS mandated training about integrity.

Part 5 - Salary

56 Classification Structure

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

57 Work Level Standards

- 57.1 The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this Agreement, consistent with *the Parliamentary Service Classification Rules 2010*, made in accordance with section 23 of the PS Act.

58 Salary Setting

- 58.1 Where an employee is engaged, moves to or is promoted in DPS, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Secretary determines a higher salary within the relevant salary range under these salary setting clauses.
- 58.2 The Secretary may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- 58.3 In determining a salary under these salary setting clauses, the Secretary will have regard to relevant factors including the employee's experience, qualifications and skills.
- 58.4 Where an employee commences ongoing employment in DPS immediately following a period of non-ongoing employment in DPS for a specified term or task, the Secretary will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in DPS.
- 58.5 Where an employee commences ongoing employment in DPS immediately following a period of casual employment in DPS, the Secretary will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in DPS.

- 58.6 Where the Secretary determines that an employee's salary has been incorrectly set, the Secretary may determine the correct salary and the date of effect.

59 Salary Maintenance

- 59.1 A person transferring at level to DPS from another Parliamentary Service, APS or other Commonwealth 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.
- 59.2 Where a person moves to DPS from another Parliamentary Service, APS or other Commonwealth agency 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.

60 Salary Advancement

Within a classification

- 60.1 Subject to the Performance Management Scheme arrangements set out in Part 7 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 7 of this Agreement.

Within a broadband

- 60.2 If an employee's performance is rated "effective" or better as a result of the Performance Management Scheme set out in by Part 7 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.

61 Incremental Advancement Principles

- 61.1 Subject to the eligibility requirements under clause 60 of this Agreement, an employee will be eligible for salary advancement under clause 60 of this Agreement if an employee has:
- (a) a satisfactory performance rating of "effective" or better during the employee's most recent performance review as a result of the Performance Management Scheme set out in by Part 7 of this Agreement; and
 - (b) 6 months of aggregate eligible service in DPS at or above the relevant classification level during the most recent annual performance management

cycle. If an employee has less than 6 months of aggregate eligible service, the Secretary may exercise their discretion to determine a higher salary.

61.2 Eligible service for salary advancement will include:

- (a) periods of paid leave and unpaid parental leave;
- (b) periods of unpaid leave that count as service; and
- (c) service while employed on a non-ongoing basis.

61.3 During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.

61.4 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary advancement at both their substantive and acting classifications.

62 Reduction in Salary

62.1 A reduction in salary will only occur under sub-section 23(4) of the PS Act, under the Determinations or as a result of the processes set out in Part 7 of this Agreement.

63 Broadbanding

63.1 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.

63.2 The provisions of clause 63.1 are subject to any classification rules made by the Presiding Officers pursuant to section 23 of the PS Act.

64 Adjustments to Rates of Pay

64.1 Salary rates will be as set out in Appendix A and Appendix B of this Agreement. Adjustments to salary rates and allowances from 12 January 2024 will only apply to employees who are currently engaged at the commencement of this Agreement or are engaged after the commencement of this Agreement.

64.2 The base salary rates in Appendix A and Appendix B include the following increases:

- (a) 4.0 per cent from the first full pay period on or after 12 January 2024;
- (b) 3.8 per cent from the first full pay period on or after 12 January 2025; and
- (c) 3.4 per cent from the first full pay period on or after 12 January 2026.

65 Payment of Salary

65.1 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

66 Superannuation

- 66.1 DPS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 66.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 66.3 DPS will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Departments payroll system.
- 66.4 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 66.1.

Method for calculating superannuation salary

- 66.5 DPS will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- 66.6 Employer contributions will be made for all employees covered by this Agreement.
- 66.7 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

- 66.8 Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks.
- 66.9 DPS will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly EFT using a file generated by the Departments payroll system.

67 Overpayments

- 67.1 An overpayment occurs if the Secretary (or DPS) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).

- 67.2 Where the Secretary considers that an overpayment has occurred, the Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 67.3 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 67.4 If after considering the employee's response (if any), the Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to DPS in full by the employee.
- 67.5 The Secretary and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 67.6 DPS and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
- 67.7 Interest will not be charged on overpayments.
- 67.8 Nothing in clause 67.1 to 67.7 prevents:
- (a) DPS from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - (b) DPS from pursuing recovery of the debt through other available legal avenues; or
 - (c) the employee or DPS from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

68 Salary Sacrifice

- 68.1 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.
- 68.2 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.

69 Cadet Rates of Pay

- 69.1 Cadet rates of pay as a percentage of the PSL 1-equivalent adult rate of pay will apply as follows:
- (a) Practical training @ 100 per cent

(b) Full-time study @ 50 per cent

70 Apprentices

70.1 Where an employee is apprenticed in accordance with the provisions the FW Act; the salary payable in the respective years of the apprenticeship will be the following percentages of the minimum salary range of the APPSL2 broadband contained at Appendix B of this Agreement.

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

70.2 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 per cent higher than the appropriate rates calculated in accordance with clause 64.2.

70.3 At the end of an apprenticeship if:

- (a) a vacancy occurs;
- (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.

70.4 In such circumstances the apprentice will be engaged at the applicable classification and applicable rate of pay relevant to the engagement (as adjusted in accordance with clause 64.2).

70.5 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.

70.6 In such circumstances, payment to the apprentice on gaining a trade certificate will be at the applicable classification and applicable rate of pay relevant to the engagement (as adjusted in accordance with clause 64.2).

70.7 An apprentice who is 21 years of age or over, or an apprentice who has a spouse, partner or dependant(s), will be paid the minimum salary range of the APPSL2 broadband (as adjusted in accordance with clause 64.2). Clause 70.1 of this Agreement will not apply but employees will have access to the provisions of clause 70.2.

71 Apprenticeships for Ongoing DPS Employees

- 71.1 Clauses 71.2 and 71.3 apply only to apprentices who were ongoing DPS employees before commencing their apprenticeship.
- 71.2 An apprentice covered by this clause will be paid the minimum salary range of the APPSL2 broadband at Appendix B of this Agreement and clause 70.1 of this Agreement will not apply. The Secretary can determine a higher rate of pay having regard to the circumstances of the apprenticeship.
- 71.3 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 64.2) before commencing the apprenticeship.

72 Supported Wage System

- 72.1 An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
- (a) have a disability;
 - (b) meet the criteria for a Disability Support Pension; and
 - (c) are unable to perform duties to the capacity required.
- 72.2 Specific conditions relating to the supported wage system are detailed at Appendix E.

Part 6 - Allowances

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

73 Restriction Duty Allowance

- 73.1 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 73.2 to 73.6 do not apply where an employee's salary has been adjusted to include a component to compensate for restriction.
- 73.2 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 73.1 will be paid an allowance as shown in **Table 3 [restriction duty allowance for PSL1-6]** below:

Table 3 – restriction duty allowance for PSL1-6

Rate	Rate from the commencement of the Agreement	Rate from 12 January 2025	Rate from 12 January 2026
Daily rate	\$60.61	\$62.92	\$65.05
Weekly rate	\$424.29	\$440.41	\$455.38

- 73.3 An additional \$60 is payable if an employee is required to be contactable and available to perform extra duty in accordance with clause 73.1 on a day that is a public holiday as prescribed in clause 43.1.
- 73.4 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 73.2 for PSL1-6 employees.
- 73.5 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.
- 73.6 Where an employee is on restriction and they are recalled to the work place, payment for that duty will be in accordance with the provisions prescribed in clause 26 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.

74 Higher Duties Allowance

- 74.1 The Secretary may temporarily re-assign an employee to duties at a higher classification level.
- 74.2 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.
- 74.3 Where non-SES employees are required to temporarily perform work in an SES job for a period of two weeks or more, they will be remunerated at a rate determined by the Secretary.
- 74.4 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.
- 74.5 The provisions of clauses 74.1 to 74.4 will not be manipulated to avoid payment of higher duties allowance over longer periods.
- 74.6 An allowance granted under clause 74.1 to 74.4 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.

- 74.7 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.
- 74.8 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 74.1 to 74.4 may still be paid.
- 74.9 The requirement to work at the higher level for a period of two weeks as prescribed in clauses 74.1 to 74.4 can be waived, in full or in part, by the Secretary.
- 74.10 Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.

75 Motor Vehicle Allowance

- 75.1 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.
- 75.2 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.

76 Travel and Travel Allowance

- 76.1 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.
- 76.2 Information regarding the booking of travel is set out in the DPS Finance Procedures.
- 76.3 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.
- 76.4 If the Secretary believes that these rates are not sufficient to cover reasonable expenses, they may authorise the additional cost or payment of additional money to the employee.
- 76.5 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.
- 76.6 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 76.3. 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.

- 76.7 The Secretary will determine conditions that will apply to employees travelling overseas.
- 76.8 The Secretary may approve membership costs for airline corporate lounges for employees who are required to travel interstate on a regular and frequent basis.
- 76.9 Travel on departmental business should, wherever possible, be undertaken during the hours of 6am to 6pm. Travel is to be treated as duty and to be paid in accordance with the provisions of Part 2.

77 Workplace Responsibility Allowances

- 77.1 A workplace responsibility allowance will be paid where an employee who is appointed by DPS or elected by eligible peers to one of the following roles:
 - (a) First Aid Officer;
 - (b) Health and Safety Representative;
 - (c) Emergency Warden;
 - (d) Harassment Contact Officer; and
 - (e) Mental Health First Aid Officer.

77.2 An employee is not to receive more than one workplace responsibility allowance unless approved by the Secretary due to operational requirements.

77.3 The minimum rate of payment for this allowance is outlined in **Table 4 [Workplace Responsibility Allowances]** below.

Table 4 – workplace responsibility allowances

Rate from the commencement of the agreement	Rate from 12 January 2025	Rate from 12 January 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

77.4 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.

77.5 The full allowance is payable regardless of flexible work and part-time arrangements.

77.6 An employee’s physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment

Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

- 77.7 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

78 Community Language Allowance

- 78.1 A community language allowance will be paid where the Secretary determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Secretary. Further information is included in policy.
- 78.2 The allowance is paid in accordance with the employee’s level of competency and in line with **Table 5 [community language allowance]** below.

Table 5 – community language allowance

Rate	Standard	Rate from the commencement of the agreement	Rate from 12 January 2025	Rate from 12 January 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Secretary, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Secretary.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 78.3 The allowance is calculated annually and paid fortnightly.
- 78.4 The full allowance is payable regardless of flexible work and part-time arrangements.
- 78.5 The allowance is payable during periods of paid leave.
- 78.6 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

79 Other Payments

- 79.1 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 Committee for information, however this advice will not involve the provision of information that identifies an individual employee.

80 Reimbursement of Costs

Relocation assistance

- 80.1 Where an existing employee is required to relocate at the request of the DPS (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 80.2 Where an employee is required to relocate on engagement with DPS, the employee will be provided with financial relocation assistance.
- 80.3 Reasonable expenses associated with the relocation include:
- (a) the cost of transport of the employee, dependants and partner by the most economical means;
 - (b) removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - (c) the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - (d) the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the PDSE Award.
- 80.4 Additional relocation assistance may be considered by Secretary discretion.

Loss or damage to clothing and personal effects

- 80.5 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

80.6 Employees will be provided with protective clothing, uniforms and footwear. Further information is available in DPS policy, as amended from time to time in consultation with employees.

80.7 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

80.8 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.

81 Licence Allowances

81.1 Employees who are required to hold a current plumbing, electrical, refrigeration, advanced gasfitter or Alimak licence issued by the appropriate Licensing Authority will have the amounts outlined in **Table 6 [Licence Allowances]** below added to their relevant annual salary:

Table 6 – licence allowances

Licence	Rate from the commencement of the agreement	Rate from 12 January 2025	Rate from 12 January 2026
Plumbing	\$1,560	\$1,620	\$1,675
Electrical	\$1,560	\$1,620	\$1,675
Refrigeration	\$1,560	\$1,620	\$1,675

Advanced Gasfitters	\$1,560	\$1,620	\$1,675
Alimak	\$1,248	\$1,296	\$1,340

82 Loading Dock Screening Allowance

82.1 Employees will be entitled to payment of an hourly loading dock allowance 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.

82.2 The allowance for the purpose of clause 82.1 will be paid as outlined in **Table 7 [Loading Dock Screening Allowance]** below.

Table 7 – loading dock screening allowance

Rate from 12 January 2024	Rate from 12 January 2025	Rate from 12 January 2026
\$0.97 per hour	\$1.01 per hour	\$1.04 per hour

82.3 This allowance is to be paid fortnightly and will count as salary for superannuation and all other purposes.

Part 7 – People and Performance

83 Studies Assistance

83.1 DPS recognises that employees are the most valuable asset to the organisation and is committed to their continuous learning and development.

83.2 Employees undertaking studies that are relevant to the employee’s duties, career development, or offer a benefit to the Department, will be eligible for study leave, study assistance or both. Training and development activities should be identified through the DPS Performance Management Scheme and documented through the employees IWP.

83.3 Where an employee is eligible for study leave, the current and planned workloads will be adjusted taking into account any expected absence due to study commitments.

84 Performance Management

84.1 All ongoing and non-ongoing employees are required to participate in DPS’ performance management scheme.

- 84.2 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 the Consultative Committee will be consulted on any proposed changes to the existing policy before a revised is finalised.
- 84.3 Managers and supervisors will agree an IWP by 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.
- 84.4 The performance management cycle will commence on 1 July and conclude on 30 June each year.
- 84.5 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.
- 84.6 IWPs should identify skill development opportunities to support employees to meet their performance goals.

Underperformance

- 84.7 If at any time the performance and/or behaviours of an employee are not meeting expected standards, the supervisor and the employee are to work together through regular communication and feedback, ensuring that expectations are clear, measurable, and achievable.
- 84.8 Where performance continues to fall below the standard expected, a performance assessment process will commence.
- 84.9 Further information is available in the policy. For the duration of this agreement the Consultative Committee will be consulted on any proposed changes to the existing policy before a revised policy is finalised.
- 84.10 The underperformance process prescribed under the policy does not apply to an employee during a period of probation or to a non-ongoing employee.

85 Training and Development

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

86 First Nations Cultural Competency Training

- 86.1 The Secretary will take reasonable steps to ensure all substantive, ongoing PEL2 employees employed at the commencement of this Agreement or any new substantive, ongoing PEL2 employees who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.

- 86.2 Any new substantive, ongoing PEL2 employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Part 8 – Resignation, Retention, Redeployment, and Redundancy

87 Application

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

88 Resignation

- 88.1 An employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.
- 88.2 At the instigation of the Secretary, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 88.3 The Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

89 Managing Excess Employees

Application

- 89.1 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

- 89.2 When the Secretary is aware that an employee is likely to become excess, the Secretary will advise the employee of the situation.
- 89.3 The Secretary will hold discussions with the employee and/or at the employee's discretion their 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.

89.4 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.

89.5 Each employee representative and union notified pursuant to clauses 89.3 and 89.4 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.

89.6 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.

89.7 Discussions pursuant to clause 89.3 or 89.5 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 they are excess.

89.8 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.

89.9 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

89.10 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 PS Act before the end of that period without the agreement of the employee.

89.11 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.

89.12 The Secretary may extend the period for an employee to accept the offer if the circumstances warrant.

89.13 Assistance up to a maximum of \$1,000 will be paid to each employee for financial advice.

Period of notice

89.14 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 PS Act. 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.

90 Severance Benefit

90.1 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.

90.2 For the purpose of calculating the severance benefit, weekly hours for periods of part-time service will 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.

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

90.4 Service for severance pay purposes means:

- (a) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth); 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.

90.5 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.

90.6 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 90.8.

90.7 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

90.8 An employee who elects voluntary retrenchment whose employment is terminated under section 29 of the PS Act 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 NES.

Calculation of salary for severance benefit and retention payment

90.9 For the purpose of calculating any payment under clause 90.8, or any retention payment under clause 91.5 or 91.7 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.

91 Retention Periods

91.1 Unless the employee agrees, an excess employee will not be involuntarily terminated under section 29 of the PS Act 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.

91.2 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 89.7; or
- (b) one month after the day on which the Secretary invites the employee to accept voluntary retrenchment under clause 89.10.

91.3 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.

91.4 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).

91.5 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.

91.6 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 PS Act.

91.7 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.

92 Involuntary Retirement

92.1 Subject to clause 89.9, the Secretary may terminate, involuntarily, an excess employee under section 29 of the PS Act at the end of the retention period. An excess employee will not be terminated involuntarily under section 29 of the PS Act 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.

92.2 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 and their representatives 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 6:00am 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 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 four consecutive night shifts, unless an employee agrees to do so. Night shifts will be worked as a block of no less than two 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 6:00pm and 6:00am, Monday to Friday, will be entitled to payment of the following shift penalties:
 - (a) 15 per cent for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am.
 - (b) 34 per cent for each shift in which any part of duty is performed between the hours of 12:00am and 6:00am.
- 2.2 An employee who performs ordinary duty on a Saturday will be entitled to a 50 per cent shift penalty for all rostered hours worked.
- 2.3 An employee who performs ordinary duty on a Sunday, will be entitled to a 100 per cent shift penalty for all rostered hours worked.
- 2.4 An employee rostered off duty on a public holiday will be entitled to a 100 per cent 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 will be entitled to a 150 per cent shift penalty for all rostered hours worked.

3 Overtime

- 3.1 An employee will be entitled to be paid overtime in accordance with clause 26, where the employee works in excess of their ordinary hours of duty on any day.

4 Allowances

Footwear allowance

- 4.1 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.
- 4.2 DPS reserves the right to provide shoes rather than make the payment provided for under clause 4.1 of this Schedule.

Protective clothing, uniforms and dry cleaning

- 4.3 DPS will provide and maintain protective clothing and uniforms for all relevant Schedule 1 employees.
- 4.4 DPS will provide and manage a dry cleaning service for all uniforms.

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 broadband PSL2.2 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 broadband PSL3.1 will 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 will 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 64.2, 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 30 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 nine 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 26 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 will 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 23.
- 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

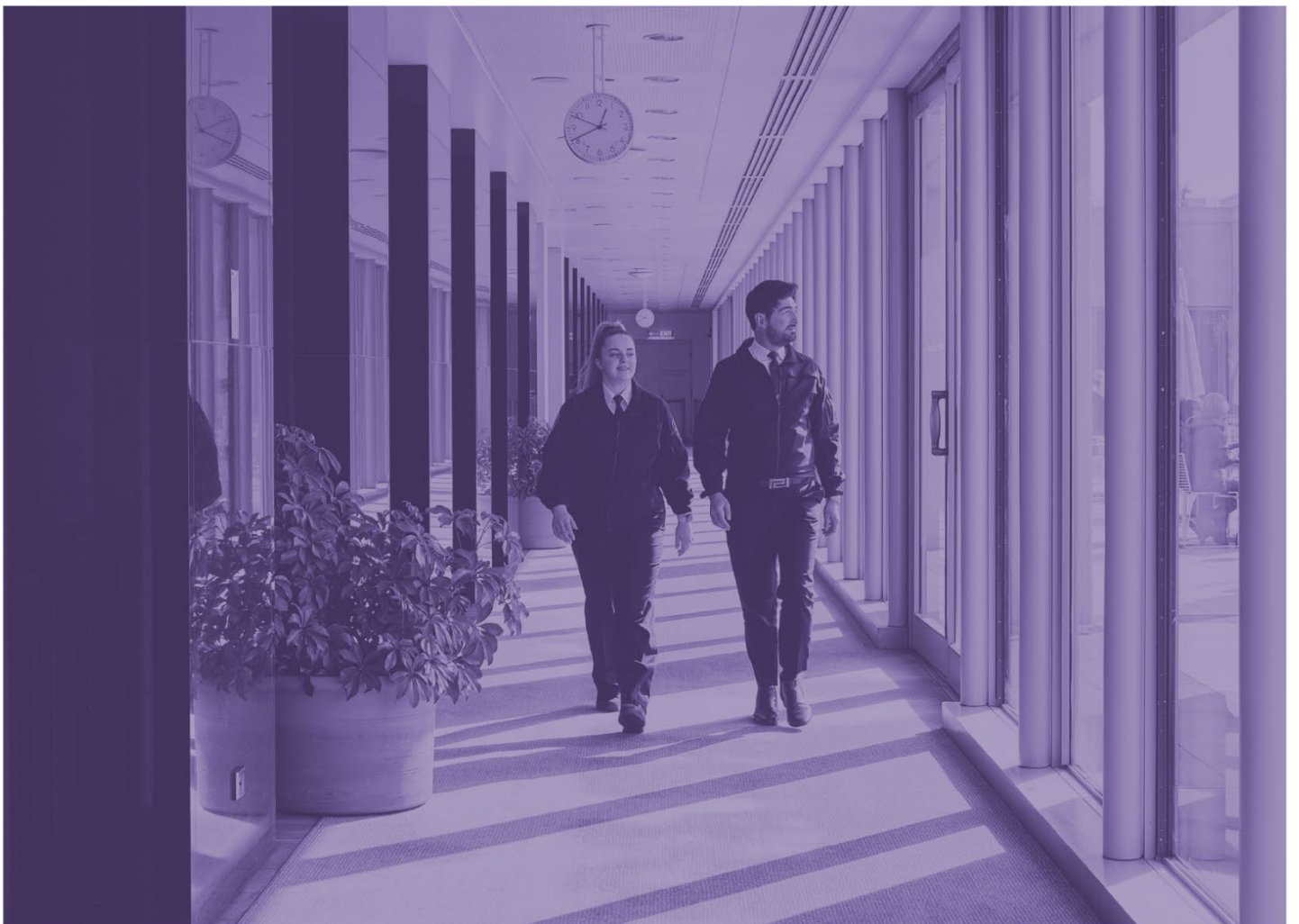


Schedule 4 – Landscape Services

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). The provisions of the Agreement supplement these specific terms and conditions where applicable. 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 roosting arrangements to support the operation of DPS. Employees and their representatives will be consulted in this process in accordance with clause 10.
- 1.2 The determination of roosting 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 safe working environment and 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. An employee who works a roster where any part of their ordinary hours is outside these hours and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period will be a shift worker for the purposes of the Agreement, and entitled to the provisions for shift workers in the Agreement and this Schedule.
 - (c) A full-time employee may work shifts of up to 12 hours, with minimum hours per shift being 8 hours. Where shifts of up to 12 hours are introduced, an employee will not work more than an average of 37 hours 30 minutes ordinary hours per week, averaged over an employee's rostered cycle. Ordinary hours of duty will not exceed 11 hours in a 24 hour period, except at the changeover of shifts.
 - (d) Where practicable, an employee will be provided time to undertake administrative duties during their shift.
 - (e) 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.
 - (f) An employee who works overtime between two periods of ordinary duty will 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.
 - (g) 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.

- (h) An employee will not be required to work more than four consecutive night shifts, unless an employee agrees to do so. Night shifts will be worked as a block of no less than two consecutive night shifts.
- (i) 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.
- (j) The start and finish times of rosters will not be varied for the sole purpose of reducing shift penalty payments.
- (k) 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 will 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, will be entitled to payment of the following shift penalties:

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

(b) 34 per cent 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 will be entitled to a 50 per cent shift penalty for all rostered hours worked.
- 2.3 An employee who performs ordinary duty on a Sunday, will be entitled to a 100 per cent shift penalty for all rostered hours worked.
- 2.4 An employee rostered off duty on a public holiday will be entitled to a 100 per cent shift penalty for all hours.
- 2.5 An employee who performs ordinary duty on a public holiday will be entitled to a 150 per cent shift penalty for all rostered hours worked.
- 2.6 While on annual leave, employees who work a roster will be paid 50 per cent 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 26.2.
- 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 within or at 5 hours of continuous duty. If an employee's ordinary hours exceed 10 hours (excluding meal breaks), an employee will be entitled to a second unpaid meal break of 30 minutes, in addition to their first unpaid meal break, which is to be taken within or at 5 hours of continuous duty following their first meal break. If, due to operational requirements, an employee is required to continue work after five hours of continuous duty, the employee will be paid at the relevant overtime rate from that time until a meal break is taken.

- 5.2 When an employee works ordinary hours under 10 hours, they will receive a 39 minute meal break.
- 5.3 When an employee works a qualifying shift of ordinary hours exceeding 10 hours or more, an employee will receive two 30 minute meal breaks.
- 5.4 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.
- 5.5 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) operational safety training.

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 roster with the minimum shift of four hours per shift to be applied.
- 8.3 Payment for these days will 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.

Appendix A – Salary

Classification	Salary levels	As at 31 August 2023	From 12 January 2024	From 12 January 2025	From 12 January 2026
PSL 1					
	PSL1.1*	\$49,390	\$51,366	\$53,318	\$55,131
	PSL1.2*	\$51,117	\$53,162	\$55,182	\$57,058
	PSL1.3*	\$52,907	\$55,023	\$57,114	\$59,056
	PSL1.4	\$53,777	\$56,928	\$59,091	\$61,100
	PSL1.5	\$55,660	\$57,886	\$60,086	\$62,129
	PSL1.6	\$57,608	\$59,912	\$62,189	\$64,303
	PSL1.7	\$59,625	\$62,010	\$64,366	\$66,554
	PSL1.8	\$61,711	\$64,179	\$66,618	\$68,883
	PSL1.9	\$62,631	\$65,136	\$67,611	\$69,910
*This classification only applies to employees working in the Catering Work Group.					
PSL 2					
	PSL2.1	\$63,885	\$66,440	\$68,965	\$71,310
	PSL2.2	\$66,121	\$68,766	\$71,379	\$73,806
	PSL2.3	\$68,584	\$71,327	\$74,037	\$76,554
PSL 3					
	PSL3.1	\$70,110	\$72,914	\$75,685	\$78,258
	PSL3.2	\$73,265	\$76,196	\$79,091	\$81,780
PSL 4					
	PSL4.1	\$74,730	\$77,719	\$80,672	\$83,415
	PSL4.2	\$77,345	\$80,439	\$83,496	\$86,335
	PSL4.3	\$80,052	\$83,254	\$86,418	\$89,356
	PSL4.4	\$81,202	\$84,450	\$87,659	\$90,639
PSL 5					
	PSL5.1	\$82,824	\$86,137	\$89,410	\$92,450
	PSL5.2	\$85,724	\$89,153	\$92,541	\$95,687
	PSL5.3	\$88,858	\$92,412	\$95,924	\$99,185
PSL 6					
	PSL6.1	\$90,634	\$94,259	\$97,841	\$101,168
	PSL6.2	\$93,806	\$97,558	\$101,265	\$104,708
	PSL6.3	\$97,089	\$100,973	\$104,810	\$108,374
	PSL6.4	\$100,487	\$104,506	\$108,477	\$112,165
	PSL6.5	\$101,866	\$105,941	\$109,967	\$113,706
PEL 1					
	PEL1.1	\$110,295	\$114,707	\$119,066	\$123,114
	PEL1.2	\$114,156	\$118,722	\$123,233	\$127,423
	PEL1.3	\$118,151	\$122,877	\$127,546	\$131,883
	PEL1.4	\$122,287	\$127,178	\$132,011	\$136,499
	PEL1.5	\$125,931	\$130,968	\$135,945	\$140,567
PEL 2					
	PEL2.1	\$128,447	\$133,585	\$138,661	\$143,375
	PEL2.2	\$132,942	\$138,260	\$143,514	\$148,393
	PEL2.3	\$137,596	\$143,100	\$148,538	\$153,588
	PEL2.4	\$142,411	\$148,107	\$153,735	\$158,962
	PEL2.5	\$147,395	\$153,291	\$159,116	\$164,526
	PEL2.6*	\$152,306	\$158,398	\$164,417	\$170,007
*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 7 of this Agreement.					

Appendix B – Broadband Arrangements

Classification	Salary levels	As at 31 August 2023	From 12 January 2024	From 12 January 2025	From 12 January 2026
Landscape Services (PSL1/2/3)					
PSL1	1	\$59,041	\$61,403	\$63,736	\$65,903
	2	\$61,107	\$63,551	\$65,966	\$68,209
	3	\$61,861	\$64,335	\$66,780	\$69,051
PSL2	1	\$63,948	\$66,506	\$69,033	\$71,380
	2	\$66,186	\$68,833	\$71,449	\$73,878
	3	\$68,584	\$71,327	\$74,037	\$76,554
PSL3	1	\$70,110	\$72,914	\$75,685	\$78,258
	2	\$73,265	\$76,196	\$79,091	\$81,780
Landscape Services (PSL4/5)					
PSL4	1	\$74,730	\$77,719	\$80,672	\$83,415
	2	\$77,345	\$80,439	\$83,496	\$86,335
	3	\$80,052	\$83,254	\$86,418	\$89,356
	4	\$81,202	\$84,450	\$87,659	\$90,639
PSL5	1	\$82,824	\$86,137	\$89,410	\$92,450
	2	\$85,724	\$89,153	\$92,541	\$95,687
	3	\$88,858	\$92,412	\$95,924	\$99,185
Parliamentary Security Services (PSL1/2)					
PSL1	1	\$59,041	\$61,403	\$63,736	\$65,903
	2	\$61,107	\$63,551	\$65,966	\$68,209
	3	\$61,861	\$64,335	\$66,780	\$69,051
PSL2	1	\$63,948	\$66,506	\$69,033	\$71,380
	2	\$66,186	\$68,833	\$71,449	\$73,878
	3	\$68,584	\$71,327	\$74,037	\$76,554
Electrical, Mechanical and Fabric Services (PSL2/3)					
PSL2	1	\$63,948	\$66,506	\$69,033	\$71,380
	2	\$65,630	\$68,255	\$70,849	\$73,258
PSL3	1	\$70,914	\$73,751	\$76,554	\$79,157
	2	\$73,265	\$76,196	\$79,091	\$81,780
Research Branch (PSL4/5)					
PSL4	1	\$74,730	\$77,719	\$80,672	\$83,415
	2	\$77,345	\$80,439	\$83,496	\$86,335
	3	\$80,052	\$83,254	\$86,418	\$89,356
	4	\$81,202	\$84,450	\$87,659	\$90,639
PSL5	1	\$82,824	\$86,137	\$89,410	\$92,450
	2	\$85,724	\$89,153	\$92,541	\$95,687
	3	\$88,858	\$92,412	\$95,924	\$99,185
Library Collections and Database (PSL4/5)					
PSL4	1	\$74,730	\$77,719	\$80,672	\$83,415
	2	\$77,345	\$80,439	\$83,496	\$86,335
	3	\$80,052	\$83,254	\$86,418	\$89,356
	4	\$81,202	\$84,450	\$87,659	\$90,639
PSL5	1	\$82,824	\$86,137	\$89,410	\$92,450
	2	\$85,724	\$89,153	\$92,541	\$95,687
	3	\$88,858	\$92,412	\$95,924	\$99,185

Classification	Salary levels	As at 31 August 2023	From 12 January 2024	From 12 January 2025	From 12 January 2026
ParlAV (PSL4/5)					
PSL4	1	\$74,730	\$77,719	\$80,672	\$83,415
	2	\$77,345	\$80,439	\$83,496	\$86,335
	3	\$80,052	\$83,254	\$86,418	\$89,356
	4	\$81,202	\$84,450	\$87,659	\$90,639
PSL5	1	\$82,824	\$86,137	\$89,410	\$92,450
	2	\$85,724	\$89,153	\$92,541	\$95,687
	3	\$88,858	\$92,412	\$95,924	\$99,185
Hansard Editors (PSL5/6)					
PSL5	1	\$82,824	\$86,137	\$89,410	\$92,450
	2	\$85,724	\$89,153	\$92,541	\$95,687
	3	\$88,858	\$92,412	\$95,924	\$99,185
PSL6	1	\$90,634	\$94,259	\$97,841	\$101,168
	2	\$93,806	\$97,558	\$101,265	\$104,708
	3	\$97,089	\$100,973	\$104,810	\$108,374
	4	\$100,487	\$104,506	\$108,477	\$112,165
	5	\$101,866	\$105,941	\$109,967	\$113,706
Health and Recreation (PSL1/2)					
PSL1	1	\$53,777	\$55,928	\$58,053	\$60,027
	2	\$55,660	\$57,886	\$60,086	\$62,129
	3	\$57,608	\$59,912	\$62,189	\$64,303
	4	\$59,625	\$62,010	\$64,366	\$66,554
	5	\$61,711	\$64,179	\$66,618	\$68,883
	6	\$62,631	\$65,136	\$67,611	\$69,910
PSL2	1	\$63,855	\$66,409	\$68,933	\$71,277
	2	\$66,121	\$68,766	\$71,379	\$73,806
	3	\$68,584	\$71,327	\$74,037	\$76,554
Graduates (PSL3/4/5)					
PSL3	1	\$70,110	\$72,914	\$75,685	\$78,258
	2	\$73,265	\$76,196	\$79,091	\$81,780
PSL4	1	\$74,730	\$77,719	\$80,672	\$83,415
	2	\$77,345	\$80,439	\$83,496	\$86,335
	3	\$80,052	\$83,254	\$86,418	\$89,356
	4	\$81,202	\$84,450	\$87,659	\$90,639
PSL5	1	\$82,824	\$86,137	\$89,410	\$92,450
	2	\$85,724	\$89,153	\$92,541	\$95,687
	3	\$88,858	\$92,412	\$95,924	\$99,185
Apprentices (APPSL2)					
APPSL2	1	\$63,885	\$66,440	\$68,965	\$71,310
	2	\$65,485	\$68,104	\$70,692	\$73,096
	3	\$67,123	\$69,808	\$72,461	\$74,925
	4	\$68,584	\$71,327	\$74,037	\$76,554

Appendix C – Definitions

The following definitions apply to this Agreement:

Agreement means the Department of Parliamentary Services Enterprise Agreement 2024.

APS means the Australian Public Service.

Australian Parliamentary Service means the Australian Parliamentary Services established by section 9(1) of the PS Act.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Secretary to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the Parliamentary Service Classification Rules 2010. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular and intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- (a) is a casual employee as defined by the FW Act; and
- (b) works on an irregular and intermittent basis.

Classification means the approved classifications as defined by the Parliamentary Service Classification Rules 2010.

Child means a biological child, adopted child, foster child, step child, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

Delegate means someone to whom a power or authority has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Designated hours means 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 means Department of Parliamentary Services.

DPS Consultative Committee means a consultative committee established by the Secretary under clause 11 of this Agreement.

Emergency means 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.

Employee means an employee of the Department of Parliamentary Services engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement. This includes a “representative” appointed or chosen by an employee(s).

Family means:

- (a) a spouse, former spouse, de facto partner or former de facto partner of the employee;
- (b) a child, parent, grandparent, grandchild, or sibling of the employee;
- (c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- (d) a member of the employee’s household; or
- (e) a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B(2) of the FW Act.

Full time employee means an employee employed to work an average of 37 hours and 30 minutes week in accordance with this Agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee’s direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

Non-ongoing employee is an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

NES means the National Employment Standards at Part 2-2 of the FW Act.

Ongoing employee means an employee engaged under section 22(2)(a) of the PS Act.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.

Parliamentary Service means employment under the PS Act.

Parliamentary sitting period means a period, generally Monday to Thursday during which the Senate and/or House of Representatives sits.

Partner means a spouse or de facto partner.

Part-time employee means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.

PDSE Award means the *Parliamentary Departments Staff Enterprise Award 2016*, as amended, varied or replaced from time to time.

Presiding Officers means the President of the Senate and the Speaker of the House of Representatives.

Primary caregiver for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

PS Act means the *Parliamentary Service Act 1999* as amended from time to time.

Relevant employee means an affected employee.

Roster means a schedule of shifts specifying the days and hours that a shift worker is required to perform duty.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

Secretary means the Secretary of the Department of Parliamentary Services or the Secretary's delegate.

SES means the Senior Executive Service within the meaning of the PS Act.

Shift worker means an employee who works a roster where any part of their ordinary hours is outside of the span of hours Monday to Friday and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period.

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 per cent of that amount for the relevant classification.

Education level completed	Per cent of minimum salary of relevant classification
Year 10	60 per cent
Year 11	70 per cent
Year 12	81 per cent

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.

Definitions

- 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 Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), 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 (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (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 Appendix applies will be paid the applicable percentage of the relevant minimum wage according to **Table 6 [Applicable percentage of relevant minimum wage paid to applicable employees]** below.

Table 6: Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

- 3.2 Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
- 3.3 Where an employee's assessed capacity is 10 per cent, 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 Supported Wage System, by an approved assessor, having consulted the employer and the employer, and if the employee so desires, a union which the employee is eligible to join.
- 4.2 Assessment made under this Appendix must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

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 the employer 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 wage rate 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 the current weekly rate, as determined by the Fair Work Commission.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where the employer 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 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
Entitlement											
17 per cent flexibility payment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Evening duty payment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Shift penalties	half	X	X	X	X	X	✓	✓	half	X	X
Restriction duty allowance	X	X	X	X	X	X	X*	X	X	X	X
Higher duties allowance	✓	✓	✓	✓	✓	✓*	✓*	✓*	✓*	✓*	✓*
Workplace responsibility allowance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Licence allowance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Loading dock screening allowance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Salary specified in an individual flexibility agreement (IFA)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Community language allowance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<i>*certain eligibility requirements and qualifying timeframes may apply</i>											