

ENTERPRISE AGREEMENT 2017



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Part 1 – General Matters

Part 1 contains conditions that enable the Agreement to operate.

Issue	Clause Number	Summary of Clause
Title	1	This is the name of the Agreement.
Preamble	2	This clause provides that the Agreement contains all the terms and conditions of employment for DPS employees, other than those in legislation. It also provides that any entitlement or liability that existed under the 2011 Enterprise Agreement (2011 EA) will continue under this one, and that any policies referenced throughout the Agreement are not considered a part of it.
Coverage	3	These are the parties to the Agreement: The Secretary and non-SES employees.
Duration	4	This is the length of the Agreement which is three years from the date the Agreement commences.
Other Laws	5	This is a list of legislation that also applies to employees.
Delegation	6	This clause provides that the Secretary may delegate their authority under this Agreement, so a reference to 'The Secretary' in the Agreement includes a delegate empowered to exercise a particular function.
Dispute Resolution	7	This clause contains the process for resolving disputes that arise either under the Agreement, or the National Employment Standards. In the first instance disputes should be resolved through discussion with local management in the work area. If that is not successful, the Agreement provides a mechanism for referring the matter to the Fair Work Commission (FWC) and outlines the powers the FWC can exercise.
Individual Flexibility Arrangements	8	An Individual Flexibility Arrangement (IFA) allows for an individual employee and the employer to amend the conditions provided for under the Agreement through mutual and genuine agreement. This clause contains the matters that may be subject to an IFA such as remuneration and allowances, and the conditions that must be met in making an IFA.
Consultation	9	<p>This clause sets out consultative processes at DPS including:</p> <p><u>Consultative Forum</u> This provides a commitment to consultation and the continuation of the DPS Consultative Forum and its subcommittees such as the PSS WCC. It also provides details around the objectives of these committees and their composition.</p> <p><u>Major Change</u> This sets out the consultation that DPS will engage in with employees and, where the employees choose, their representatives, in circumstances where DPS has made a</p>

		<p>definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on employees.</p> <p><u>Regular Roster or Ordinary Hours</u> This sets out the consultation that DPS will engage in with employees and, where they choose, their representatives, about proposed changes to the regular roster or ordinary hours of work of employees.</p>
Work Health and Safety	10	<p>This clause outlines DPS' commitment to its responsibilities under WHS legislation.</p> <p>This clause also states that DPS will:</p> <ul style="list-style-type: none"> • provide an employee assistance program; • pay the cost of membership to the Health and Recreation Centre; • provide funds for employee health monitoring programs; • provide funds for ergonomic assessments; • provide funds eyesight testing every two years and a contribution of up to \$153 for eyewear in certain circumstances; and • provide funds for an annual vaccination program.
Payment on Death	11	<p>If an employee dies, this clause permits the Secretary to approve payment of any eligible accrued entitlements.</p>
Employee Representation	12	<p>This clause acknowledges DPS' recognition of employee representatives and commits DPS to facilitating their role.</p>

Part 2– Working Arrangements

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

Issue	Clause Number	Summary of clause
Hours of Duty	13	This clause provides that the ordinary hours of duty for a fulltime employee will be 37.5 hours a week, and 7 hours 30 minutes a day. This clause also provides that an employee will generally agree their hours of duty with their supervisor and that in certain work areas a supervisor can determine if an employee works designated hours (see Dictionary).
Part-Time, Sessional and Casual Employment	14	<p>This clause provides for the use of three different types of employment other than full-time employment and the conditions that apply to them. Specifically:</p> <p><u>Regular Part-Time</u> A part-time employee is one who works regular weekly hours that are less than a full time employee. This arrangement can be initiated by either the Secretary or the employee (where operationally possible). If a full time employee converts to regular part-time work this will be done in writing for an initial period of up to 12 months unless a further period is agreed. A part-time employee will have a written agreement stating the days and hours the employee will work, subject to a minimum period of three hours on one day.</p> <p>An employee returning from maternity or parental leave will be entitled to return to part-time work.</p> <p>A part-time employee will be paid and accrue leave, on a pro rata basis, but will be paid the full time equivalent for any allowances of a reimbursement nature they may be entitled to.</p> <p>If a part-time employee makes a request to their supervisor to work additional hours in a day or work an additional day in a week this will be either paid at a single time rate, or the employee will accrue flextime. However if those additional hours would result in an entitlement to be paid overtime, the employee would be paid accordingly.</p> <p><u>Sessional Part-Time</u> A sessional part-time employee is a variation of a part time employee, and works a specified number of days and weeks that are less than a full time employee. This arrangement can be initiated by either the Secretary or the employee (where operationally possible).</p> <p>If the employee initiates a sessional part-time arrangement the</p>

		<p>Secretary will agree in writing the hours and days the employee will work and unless agreed otherwise the ordinary hours of work will be 7 hours and 30 minutes a day. If the Secretary initiates a sessional part-time arrangement they will specify the days of work in consultation with the employee with the ordinary hours of work being 7 hours 30 minutes a day.</p> <p>A sessional part-time employee's hours or days of work may be changed in the following circumstances:</p> <ol style="list-style-type: none"> 1. <i>Day Swap</i>. If the employee and their supervisor agree the employee may move their existing day of work to another day outside of their agreed days. If this is arranged the employee will be paid their ordinary rate and will accrue leave for this day. 2. <i>Extra Time</i>. If the employee makes a request to their supervisor to work extra hours in a day, or extra days in a week they will be paid single time or accrue flextime with no additional accrual of leave. 3. <i>Directed</i>. If the employee is directed by their supervisor to work additional hours in a day the additional time will be paid as overtime with no additional accrual of leave. <p>A sessional employee will accrue annual and personal leave based on their ordinary hours worked each fortnight and will be paid at single time for any public holiday not worked that falls within a weekly period of the employee's days of work.</p> <p><u>Casual</u> Casual employees may be engaged on a non-ongoing basis to undertake irregular or intermittent duties and will be paid on an hourly basis inclusive of a 25% loading in lieu of all paid leave entitlements except Long Service Leave.</p>
Meal Breaks	15	<p>This provides that employees will be entitled to an unpaid meal break of at least 30 minutes that must be taken after 5 hours of continuous duty. This clause also allows an employee to make a request to their supervisor to defer their meal break to a later time if it can be operationally accommodated.</p> <p>The clause also provides that if an employee is directed or, in the case of travel for parliamentary committees, required, to continue work, the employee will be paid overtime until the break is taken.</p>

Flexitime	16	<p>This clause outlines the conditions regarding flexitime that apply to PSL1-6 employees who are not shift workers (see Dictionary) or casuals. The accrual of flexitime is on an hour for hour basis and the clause outlines the circumstances in which flexitime is accrued and the way in which it should be managed.</p> <p>The clause provides for an employee to cash out their flex credits when they reach a balance of 75 hours and has a means for payment of flex balances on cessation of employment. Similarly there is a mechanism for allowing an employee to go into a flex debit, and the circumstances in which that debit can be recovered, including on cessation of employment.</p> <p>The Secretary may also determine that an employee is not entitled to accrue flexitime for a specified period in certain circumstances.</p>
Working arrangements for PEL employees (PELTOIL)	17	<p>This clause outlines the conditions that relate to the accrual and use of Parliamentary Executive Level Time Off in Lieu (PELTOIL). PEL1 employees may accrue up to 37 hours and 30 minutes of PELTOIL and if an employee reaches this limit they will be granted an agreed amount of time off within three months of reaching that limit.</p> <p>This clause also provides that the Secretary can approve payment of an allowance of 4% of salary for PEL staff required to perform extra duties on a regular and continuing basis in support of Parliament outside of ordinary hours.</p>
Shift work	18	<p>This clause provides the principles and payment applied for employees who perform shift work. This clause does not apply to an employee who works designated hours, rather only those employees who are shift workers as defined in the Dictionary.</p> <p><u>Rostering Principles</u> Shift workers will work according to a roster and the development of that roster is subject to the conditions within this clause. This clause provides, among other things, that the length of a shift is to be 7 hours and 30 minutes of duty, with a maximum of 16 hours (inclusive of overtime) that can be worked continuously. Shift workers must receive a break of 10 hours between two periods of duty and cannot work more than seven consecutive night shifts (unless the employee agrees).</p> <p><u>Penalty Rates</u> An employee who works any part of their shift outside the hours of 6am to 6pm Monday to Friday is entitled to payment of penalty rates for all hours worked. This clause contains an evening rate (15%) night rate (34%) Saturday rate (50%), Sunday Rate (100%) public holiday rate (150%) and a rate for</p>

		shift workers rostered off on a public holiday (100%).
Overtime	19	<p>This clause outlines the circumstances in which overtime is payable to a PSL 1-6 employee. Overtime is payable when an employee is directed by their supervisor to work:</p> <ul style="list-style-type: none"> (a) in excess of 7 hours and 30 minutes Monday to Friday or (b) on weekends and public holidays when the employee would not normally be rostered for ordinary duty. <p>•</p> <p><u>Overtime Rates</u></p> <p>If an employee perform overtime they will be paid:</p> <ul style="list-style-type: none"> (a) time and a half for the first three hours worked on Monday to Saturday (b) double time for hours after the first three Monday to Saturday and for all overtime hours on Sundays (c) double time and half for overtime worked on a public holiday outside the employee's normal hours of duty and time and a half within their normal hours. <p><u>TOIL</u></p> <p>PSL1-6 employees can elect to accrue time off in lieu 'TOIL' credits instead of overtime payment. TOIL is calculated at the same rate as above.</p> <p>An employee who works overtime between two periods of ordinary duty and does not receive a 10 hour break is entitled to be paid overtime until that break is taken. An employee will not suffer a loss of pay, leave, flextime or TOIL due to the operation of the 10 hour break.</p>

Part 3 – Leave

Issue	Clause Number	Summary of clause
General Matters	20	This clause provides for when the Secretary may approve applications for leave, the reimbursement of leave and payment of incidental expenses when an employee is recalled to duty and that leave deductions for a part day absence will be based on the period of absence from the workplace.
Portability of Leave Entitlements	21	This clause provides the circumstances in which an employee who commences employment with DPS can have certain leave entitlements recognised.
Recognition of Prior Service	22	This clause provides for recognition of prior service for the purposes of personal leave from specified previous employers.
Personal Leave	23	<p>This clause provides the entitlement to Personal Leave and the circumstances in which it can be taken.</p> <p>All employees, except casuals, will accrue 19 days of Personal Leave each year, accrued daily. This leave can be taken in the event of personal illness or injury to the employee, to provide care or support to members of the employees immediate family (see Dictionary definition) or household who are ill, injured, or where there is an unexpected emergency including death affecting the family or household member. In addition, Personal Leave can be taken where there are other significant personal circumstances requiring the employee's absence.</p> <p>Employees are generally not required to provide evidence for Personal Leave absences, however the Secretary may request that evidence is provided.</p>
Compassionate Leave	24	<p>An employee (except a casual) may take two days of paid compassionate leave where a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to life, sustains a personal injury that poses a serious threat to life or dies. A casual employee is entitled to unpaid compassionate leave in the same circumstances.</p> <p>Employees are generally not required to provide evidence for Compassionate Leave absences, however the Secretary may request that evidence is provided.</p>
Annual Leave	25	<p><u>Entitlement</u></p> <p>This clause provides that employees will accrue four weeks of Annual Leave for each year of service. A shift worker who works ordinary duty on Sundays will accrue an additional half day of leave for each Sunday on which they perform ordinary duty, up to a maximum of five days. Any unused credits will be paid to an employee on termination of their employment.</p>

		<p><u>Accumulation</u></p> <p>This clause states that where an employee has a leave balance of 8 weeks of annual leave (10 weeks for a shift worker) and there is not a plan for using that leave, they may be directed by their supervisor to take Annual Leave subject to certain conditions.</p> <p><u>Re-Crediting</u></p> <p>This clause provides that if an employee is on Annual Leave and meets the criteria for either Personal Leave, Compassionate Leave or Community Service Leave, the employee's Annual Leave will be re-credited and the other form of leave will be granted.</p> <p><u>Half pay</u></p> <p>An employee may apply to take their Annual Leave at half pay.</p> <p><u>Cash Out</u></p> <p>An employee may apply to cash out an amount of Annual Leave subject to the following criteria:</p> <ul style="list-style-type: none"> (a) the employee must have taken at least 10 days of annual leave in the preceding 12 months, and (b) the employee will have at least four weeks of annual leave remaining after the cash out.
Purchased Leave	26	<p>This clause provides that an employee may elect to purchase up to additional 6 weeks of leave. While this leave must be purchased in blocks of 1 week (with a minimum of 1 week that can be purchased), the employee can take this leave in any combination of days or hours (ie there is no minimum amount of days to be taken).</p>
Maternity Leave	27	<p>This clause provides for an entitlement to 14 weeks of paid Maternity, Adoption or Foster Leave related to the birth, adoption or fostering of a child. Each of these forms of leave may be taken at half pay.</p>
Parental Leave	28	<p>Employees with 12 months of service are entitled to up to 12 months of unpaid Parental Leave. An employee may request an additional 12 month period of unpaid Parental Leave. The period of leave taken as unpaid Parental Leave will be reduced by any amount of paid Maternity, Adoption or Foster Leave taken in conjunction with the Parental Leave.</p> <p><u>Supporting Partner Leave</u></p> <p>The clause provides for a two week entitlement (or four</p>

		weeks at half pay) to paid Supporting Partner Leave to an employee who is not eligible for Maternity, Adoption or Foster Leave.
Discretionary Leave	29	This clause provides that the Secretary may approve other forms of leave, either paid or unpaid, that are not provided for in the Agreement.
Long Service Leave	30	This clause provides for an entitlement to Long Service Leave in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> . The minimum period of leave that can be taken is 7 days (or 14 days at half pay).
Close Down	31	<p>This clause provides for employees to be granted two paid days off work between Christmas and New Year as close down days. If an employee is directed to work during this period they will receive a day in lieu. Similarly, a shift worker rostered off on a close-down day will also be granted a day in lieu.</p> <p>This clause also provides for an additional holiday the day after Boxing Day.</p>
Public Holidays	32	This clause specifies the 11 public holidays provided under the Agreement, in addition to any other holidays gazetted by the ACT Government.
Defence Reservists Leave	33	An employee who has obligations to fulfil to either the Australian Defence Force Reserve or Continuous Full Time Service may be granted either paid or unpaid leave.
Community Service Leave	34	This clause provides that the Secretary may provide either paid or unpaid leave to an employee who undertakes an eligible community service activity, including jury service and voluntary emergency management activity.
War Service Sick Leave	35	This clause provides leave for employees with an injury or disease determined to be war or defence-caused, for use when they are unfit for duty because of the injury or disease.

Part 4 – Salary and Allowances

Issue	Clause Number	Summary of clause
Classification Structure	36	This clause states the classification structure for DPS is in Appendix A.
Salary on promotion /engagement /transfer	37	An employee who is promoted or engaged their salary will be at the minimum pay point for the classification, unless the Secretary determines a higher point.
Salary Maintenance	38	<p>This clause provides for an employee transferring from another Parliamentary Service or APS agency with a salary higher than the maximum in the DPS classification structure, to have their salary maintained until the DPS salary catches up.</p> <p>If an employee transfers into DPS from another Parliamentary Service or APS agency and their salary is not aligned to a DPS pay point, the employee will be moved to the next higher pay point.</p>
Salary Advancement	39	<p>This clause provides that where an employee is rated effective or higher as part of the performance management scheme their salary will to move to the next higher pay point for their classification (Appendix A or B).</p> <p>This salary advancement is equal to 3.5%.</p>
Reduction in salary	40	The circumstances in which an employee's salary can be reduced.
Broadbanding	41	This clause provides for the Secretary to establish broadbands to suit operational arrangements and preserves all existing broadbands under the 2011 EA.
Adjustments to rates of pay	42	<p>This clause states the pay increases during the life of the Agreement:</p> <ul style="list-style-type: none"> • 3% on the day of commencement • 2% 12 months from commencement, and • 1% 18 months from commencement.
Superannuation	43	<p>This clause provides that:</p> <ul style="list-style-type: none"> • DPS will make compulsory employer superannuation contributions in accordance with the applicable legislation and fund requirements; • the default superannuation scheme for new employees will be the Public Sector Superannuation accumulation plan (PSSap), however DPS also recognise funds employees choose so long as they are able to accept electronic funds transfer; • employer contributions to the PSSap and choice funds will be 15.4 per cent of the employee's ordinary time earnings; and • employer contributions will not be paid on behalf of

		an employee while the employee is on a period of unpaid leave that does not count as service, except for during unpaid Maternity, and Parental leave, and unless otherwise prescribed by legislation.
Salary Sacrifice	44	<p>This clause provides that DPS may approve a proposal to salary sacrifice a component of their pre-tax earnings provided it is consistent with ATO Guidelines and DPS Policy.</p> <p>An employee's salary for superannuation will be calculated as if a salary sacrificing arrangement was not entered into.</p>
Payment of Salary	45	This clause provides the formula for calculating and method to pay an employee's fortnightly salary.
Cadet Rates	46	This clause states the rates of pay for a cadet.
Apprentices	47	This clause contains the arrangements in place for payment of salary, and advancement of apprentices.
Apprenticeships for ongoing DPS employees	48	This clause contains the arrangements in place for payment of salary, and advancement of apprentices who were ongoing employees prior to commencing their apprenticeship.
Restriction Duty Allowance	49	<p>This clause provides for the payment of an allowance where an employee is required to be contactable and available to perform extra duty outside of their ordinary hours.</p> <p>The allowance paid will be either a weekly amount of \$371 or a daily amount of \$53 with additional payment of \$60 being made on public holidays. These amounts will increase in line with the salary increases.</p> <p>If an employee on restriction is recalled to duty they will be paid overtime subject to specified minimum periods and travel arrangements.</p>
Higher Duties Allowance	50	This clause provides that if an employee performs the duties of a higher classification for a period of two weeks or more they will receive an allowance equal to the difference between their normal salary and the higher salary.
Motor Vehicle Allowance	51	This clause provides that if an employee is required to use their own vehicle for official purposes they will be paid a per kilometre allowance as specified by the ATO.
Travel and Travel Allowance	52	<p>If an employee is required to travel from Canberra for official duties, DPS will meet reasonable meal and incidental costs as determined by the Secretary. The rate of travel allowance will be as determined by the relevant ATO ruling.</p> <p>This clause also provides that employees who travel in support of parliamentary committees will have that time recognised as duty to be paid in accordance with Part 2.</p>
First Aid Allowance	53	This clause provides for the payment of a first aid allowance of \$21.22 to qualified employees. This allowance will increase in line with the salary increases.
Other Payments	54	This clause grants the Secretary authority to determine other payments and conditions above the provisions of the Agreement, in exceptional circumstances.

Reimbursement of Costs	55	<p>This clause contains the circumstances in which the Secretary may approve reimbursement of costs relating to relocation assistance, loss or damage to clothing and personal effects, protective clothing and uniforms and other additional work related costs.</p> <p>This clause also provides for the payment of an annual footwear allowance of \$304 to employees or a work group.</p>
Licence Allowances	56	This clause provides for payment of an annual licence allowance of \$1500 to employees required to hold a current licence in Plumbing, Electrical, Refrigeration and Advanced Gasfitters.
Advanced Defensive Tactics Allowance	57	This clause provides for payment of an annual amount of \$1500 to employees who have completed advanced defensive tactics training and have maintained competency and currency.
Loading Dock Screening Allowance	58	This clause provides for payment of an hourly allowance of \$0.84 to employees who are on a permanent Loading Dock roster line and have completed the training in order to assess mail and other items in the Loading Dock. This amount will increase in line with salary increases.

Part 5 – People and Performance

Issue	Clause Number	Summary of clause
Studies Assistance	59	This clause provides for the approval of financial support and/or study leave to employees to support formal study.
Performance Management	60	<p>This clause establishes DPS' performance management scheme, to be given effect through DPS policy. For the duration of the Agreement any proposed changes to the existing policy will be considered by the Consultative Forum before being finalised.</p> <p>The performance management cycle will be from 1 July to 30 June.</p>
Training and Development	61	This clause states that DPS recognises the importance of continuous learning and development.
Managing Underperformance	62	This clause provides that if an employee's performance is unsatisfactory at the end of the performance cycle it will be managed in accordance with DPS performance management policy. For the duration of the Agreement any proposed changes to the existing policy will be considered by the Consultative Forum before being finalised.

Part 6 – Retention, Redeployment and Redundancy

Issue	Clause Number	Summary of clause
Application of Part	63	This clause states that this part does not apply to employees who are non-ongoing or on probation.
Managing Excess Employees	64	This clause outlines the process for identifying, consulting with, and managing excess employees. This clause provides for voluntary retrenchment to be facilitated and the relevant notice period.
Severance Benefit	65	This clause provides the criteria for calculating the severance benefit payable to an employee under this Part.
Retention Period	66	This clause states the retention period that applies to an employee under this Part and the steps the Secretary will take prior to exercising a decision to terminate an employee.
Involuntary Retirement	67	This clause stipulates the circumstances in which an employee may be involuntarily retired.

Schedule 1 – Catering

Issue	Clause Number	Summary of clause
Rostering Principles	1	<p>This clause contains the rostering principles for PSL 1-6 employees working within the Catering Workgroup. These principles include:</p> <ul style="list-style-type: none"> • A full time employee will work 37.5 hours a week with the hours of work in a 24 hour period not to exceed 10 hours. • Only 1 split shift will be rostered in a 24 hour period. • An employee is entitled to a 10 hour break between periods of duty, including overtime, though not when an employee's hours are not continuous. • Employees will not be required to work more than 7 consecutive night shifts.
Penalty Rates	2	<p>This clause contains the penalty rates that are to be paid for shifts where any part of duty falls outside the hours of 07:00am and 07:00pm Monday to Friday</p> <p>These penalty rates are:</p> <p>15% for each shift in which any part of duty is performed between the hours of 7:00pm and 12:00am.</p> <p>34% for each shift in which any part of duty is performed between the hours of 12:00am and 07:00am.</p> <p>50% shift penalty for all rostered hours worked on Saturday</p> <p>100% shift penalty for all rostered hours worked on Sunday.</p> <p>An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty.</p> <p>150% shift penalty for all rostered hours worked on a Public Holiday.</p> <p>While on annual leave, employees who work a roster will be paid 50% of all penalties that they otherwise would have received had they remained on duty.</p>
Overtime	3	<p>This clause provides that overtime is payable to employees at the same rate as clause 19.2, where an employee works in excess of their ordinary hours of duty on any day.</p>

Schedule 2 – Electrical, Mechanical and Fabric Services

Issue	Clause Number	Summary of clause
Broadbanding	1	This clause sets out the existing broadband arrangements for employees in this Schedule and the advancement criteria within the broadbands.
Flexibility Payment	2	<p>This clause provides that employees to whom this clause apply, will receive a salary at 1.17 times the normal rate, which is, among other things, paid on leave, counts for overtime and counts for superannuation purposes.</p> <p>These clauses also provide the principles surrounding the organisation of employees hours of work namely:</p> <ul style="list-style-type: none"> • A maximum of 40% of total designated working hours may be required to be worked outside of 6am to 6pm. • On sitting days designated hours outside of 6am to 6pm will include a paid meal break. • A maximum of 10 Saturdays or Sundays may be required to be worked each financial year. • Designated hours of duty are to be determined at least fortnightly in advance. • In emergency situations (no more than twice a year) employees agree to changed designated hours without five days notice. • If notice isn't given employees will receive payment at \$35 for each working day where the notice isn't given.
Overtime	3	<p>This clause provides that overtime is payable to employees in this Schedule at the rate set out in clause 19.2. It also specifies the circumstances in which overtime is paid:</p> <ul style="list-style-type: none"> • When not continuous with their determined hours. • When working more than 10 hours in a day or shift. • When an employee has a flex credit greater than 75 hours. • In exceptional circumstances.
Apprentices	4	This clause recognises DPS' commitment to apprentices.

Schedule 3- Evening Duty

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

Schedule 4 – Landscape Services

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

Schedule 5 – Parliamentary Security Service

Issue	Clause Number	Summary of clause
Rostering Principles	1	<p>This clause contains the rostering principles that apply to PSS employees. These principles provide:</p> <ul style="list-style-type: none"> • Full-time employees will work 37 hours and 30 minutes in a week, with ordinary hours of duty not to exceed 7 hours 30 minutes in a day. • The maximum period of continuous work that can be performed is 16 hours (inclusive of overtime). • Employees can exchange shifts or rostered days off subject to certain criteria. • Employees will receive a 10 hour break between two periods of duty, and will be paid at overtime rates if this break is not provided. • The minimum number of consecutive night shifts is 4, with a maximum of 7, unless the employee agrees to do so. • Rosters will be provided at least seven days in advance. Seven days notice is required for an individual shift change however it can be made by consent. If this notice is not given the employee is entitled to be paid overtime for work outside the previously rostered hours, subject to certain criteria. • An employee may be redeployed with 24 hours notice to another shift if there is a surplus of staff on that shift.
Penalty Rates	2	<p>This clause contains the penalty rates that are to be paid for shifts where any part of duty falls outside the hours of 06:30am and 06:00pm Monday to Friday.</p> <p>These penalty rates are:</p> <p>15% for each shift in which any part of duty is performed between the hours of 6:00pm and 12:00am.</p> <p>34% for each shift in which any part of duty is performed between the hours of 12:00am and 6:30am.</p> <p>50% shift penalty for all rostered hours worked on Saturday.</p> <p>100% shift penalty for all rostered hours worked on Sunday.</p> <p>An employee rostered off duty on a public holiday shall be entitled to a 100% shift penalty.</p> <p>150% shift penalty for all rostered hours worked on a Public Holiday.</p>

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

Schedule 6 – Visitor Services and the Parliament Shop

Issue	Clause Number	Summary of clause
Annualised Shift Allowance – Visitor Services	1	This clause provides that part-time PSL2, shift workers will be paid an annualised shift allowance of \$9891, in lieu of shift penalties.
Foreign Language Tours	2	This clause provides that DPS will negotiate an allowance with Visitor Services employees if DPS introduces foreign language tours.
Annualised Shift Allowance – Parliament Shop	3	This clause provides that PSL2 shift workers in the Parliament shop will receive an annualised shift allowance of \$10,043 in lieu of shift penalties.
Additional Annual Leave	4	This clause provides that an employee who is entitled to an annualised shift allowance is entitled to an additional 5 days of annual leave where they worked 5 months in the preceding 12 months on a roster that includes Sunday duty.

Appendix A - Salary

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

Appendix B – Broadband Arrangements

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

Appendix C – Dictionary

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

Appendix D – Trainees

This Appendix contains the arrangements that apply to Trainees.

Appendix E – Supported Wage System

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

Appendix F – Interaction of Allowances and Salary

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