



Parliament of Australia

Department of Parliamentary Services

**Department
of
Parliamentary Services**

**Union Collective Agreement
2008-2011**

Department of Parliamentary Services Union Collective Agreement 2008-2011

Part 1—General Matters	7
Title.....	7
Definitions.....	7
Purposes of Agreement	9
Closed Agreement	10
Union Collective Agreement	10
Persons bound	10
Duration	11
Scope of Agreement	11
Variations to Agreement	12
Delegation	12
Review of decisions to terminate employment	12
Procedures for preventing and settling disputes	12
Non-discriminatory employer	14
Consultation arrangements	15
Occupational health and safety (OHS).....	15
Payment on death	16
Part 2—Productivity measures	17
General	17
Absenteeism.....	17
Time recording systems reviews	17
Apprentices and trainees.....	17
Break between overtime and ordinary duty	18
Part 3—Common terms and conditions of service.....	19
Working arrangements.....	19
Hours of work	19
Hours of attendance and flextime	19
Application	19
Hours of duty.....	19
Accrual of flextime credits and debits.....	20
Working arrangements for employees at Parliamentary Executive Levels 1 and 2.....	20
Shiftwork	21
Overtime.....	23
Employment categories	23
Part-time employment	23
Regular part-time employment	23
Sessional part-time employment.....	24
Casual, irregular or intermittent employment.....	25
Loading in lieu of public holidays and accrual of leave	25
Leave arrangements.....	26
Approval of leave	26
Recalled to duty from approved leave	26
Part day absences	26
Personal leave.....	26
Compassionate leave.....	27

Recognition of prior service	28
Other conditions	28
Annual leave	28
Entitlement	28
Accumulation of annual leave	29
Re-crediting of annual leave	29
Annual leave on half pay	29
Purchased leave	29
Parental leave	30
Maternity leave	30
Discretionary leave	30
Long service leave	31
Portability of accrued leave entitlements	31
Stand-down and additional holiday	31
Public holidays	31
Allowances	32
Restriction duty.....	32
Higher duties allowance	33
Motor vehicle allowance	34
Travel allowance	34
First aid allowance.....	35
Other payments	35
Reimbursement of costs	35
Relocation assistance.....	35
Loss or damage to clothing and personal effects	35
Protective clothing and uniforms	36
Additional work related costs	36
Part 4—Classification structure, pay rates and associated matters	37
Classification structure	37
Work level standards	37
Salary on promotion/engagement/transfer	37
Salary advancement	37
Within a classification	37
Within a broadband	37
Reduction in salary	38
Broadbanding	38
Adjustments to rates of pay	38
Superannuation	38
Salary sacrifice	39
Payment of salary	39
Cadet rates of pay	39
Apprentices	39
Apprenticeships for ongoing DPS employees	40
Trainees	41
Supported salary payments for employees with a disability	41
Part 5—People and performance management	42
People management	42
Learning and development	42
Studies assistance	42
Performance management.....	42
Performance agreements and assessment factors	42
PMS timeframe	43

Performance assessment rating scale and salary advancement	43
Performance assessment guidance	43
Review of performance assessments.....	43
Training and development.....	44
Managing underperformance	44
Misconduct	45
Managing excess employees	45
Application	45
Consultation process.....	45
Voluntary retrenchment	46
Period of notice.....	47
Severance benefit	47
Calculation of salary for severance benefit and retention payment.....	48
Retention periods.....	48
Involuntary retirement.....	49
Resignation	49
Part 6—Workgroup-specific arrangements	50
Visitor Services	50
Annualising shift penalties.....	50
Additional annual leave	51
Additional hours.....	51
Overtime.....	51
Christmas Day	51
Footwear allowance	51
Foreign language tours	52
The Parliament Shop.....	53
Annualising shift penalties.....	53
Additional annual leave	53
Overtime.....	53
Footwear allowance	54
Stores and Distribution	55
Rostering	55
Annual leave.....	55
Electrical, Mechanical and Fabric Services.....	56
Broadbanding	56
Flexible working arrangements	56
Hours of work.....	56
Span of hours	56
Hours per week.....	56
Overtime.....	57
Flexibility payment	57
Licence allowance.....	58
Landscape Services	59
Broadbanding	59
Certain workgroups providing support to the Parliament and its committees	60
Evening duty	60
Hansard—Broadbanding.....	61
Travel in support of parliamentary committees	61
The Parliamentary Library.....	62
Opening hours	62
Broadbanding	63

Parliamentary Security Service	64
Consultation arrangements.....	64
Voluntary productivity by employees	64
Essential qualifications	64
Time off in lieu.....	64
Night Shift Premium	65
Rosters and shift cycles.....	66
Absences for part of a shift.....	68
Higher Duties Allowance.....	68
Footwear Allowance	68
Protective clothing, uniforms and dry cleaning	68
Loading Dock Screening Allowance	69
Overtime.....	69
Sessional part-time	69
Overtime Meal Allowance	70
Annual leave—penalties	70
Meal breaks.....	70
Acting in the PSOR	70
Performance Management Scheme.....	70
Performance assessment guidance	70
Appendix A	71
Table 1—Rates of pay	71
Table 2—Broadbanded classifications and pay range	72
Table 3—Apprentices	73
Appendix B	74
Discretionary leave	74
Appendix C	75
Reimbursement in relation to relocation assistance	75
Appendix D	76
Considerations for engagement and promotion of employees above the minimum of the relevant salary range	76
Appendix E	77
DPS Traineeships System	77
Objective of a DPS Traineeship	77
Effect on existing employees	77
Training conditions	77
Employment conditions.....	77
Calculation of salary rate.....	77
Appendix F	79
Supported salary payments for employees with a disability	79
Appendix G	81
Procedures for managing underperformance	81
Appendix H	82
Previous Agreements and awards	82
Appendix I	83
Signatories to the Department of Parliamentary Services Union Collective Agreement 2008-2011	83

Part 1—General Matters

Title

1 This agreement shall be known as the Department of Parliamentary Services Union Collective Agreement 2008-2011.

Definitions

2 In this Agreement:

- (a) "Agreement" means the Department of Parliamentary Services Union Collective Agreement 2008-2011;
- (b) "AIRC" means the Australian Industrial Relations Commission;
- (c) "APS" means the Australian Public Service;
- (d) "Australian Parliamentary Service" means the parliamentary departments;
- (e) "casual, irregular or intermittent employment" means employment of a non-ongoing nature determined by operational arrangements;
- (f) "child" includes the following:
 - (i) an adopted child;
 - (ii) a stepchild;
 - (iii) an exnuptial child;
 - (iv) an adult child
 - (v) a foster child
- (g) "consultation" means arrangements whereby employees are given an opportunity to participate in the deliberative processes in decisions affecting them in the workplace. For consultation to be effective the participants must be contributing to the decision-making process not only in appearance but in fact. It involves provision of advice at an early stage and adequate opportunity to respond;
- (h) "director" means an employee who has managerial responsibilities and who reports directly to an SES employee;
- (i) "DPS" means the Department of Parliamentary Services;
- (j) "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;
- (k) "employee(s)" means a person(s) who is employed under the *Parliamentary Service Act 1999* and works for DPS;
- (l) "executive" means the Secretary, Deputy Secretary, Parliamentary Librarian and the Assistant Secretaries in DPS;

- (m) "full time employee" is an employee working 37 hours and 30 minutes per week or an average of 37 hours and 30 minutes per week for those on shift or flexible hours, for each week of a year;
- (n) "immediate family" the following are members of an employee's immediate family:
 - (i) a spouse, child, parent, grandparent, grandchild or sibling of the employee;
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the employee;
 - (iii) son-in-law or daughter-in-law; and
 - (iv) guardian.
- (o) "meal break" means one continuous period of at least one half hour spent away from the work environment where the employee will not be on call to return to work until that period has expired and where the employee is free to consume a meal and attend to personal matters as required;
- (p) "parental leave" in relation to an employee means leave as a parent in association with the birth, adoption or fostering of a child by the employee's partner;
- (q) "Parliamentary Security Service" or "PSS" includes PSOR supervisors, PSOR operational staff, and uniform employees;
- (r) "Parliamentary Service Commissioner" has the same meaning as in the *Parliamentary Service Act 1999*;
- (s) "Presiding Officers" and/or "Presiding Officers of the Parliament" means the President of the Senate and the Speaker of the House of Representatives;
- (t) "PSOR" means the Parliamentary Security Operations Room;
- (u) "regular part-time employee" is an employee whose total hours of employment are fewer than those of a full-time employee;
- (v) "Secretary" means the person performing the duties of the office of Secretary of DPS and, where relevant, includes a delegate of the Secretary or a person authorised for a particular purpose by the Secretary;
- (w) "Senior Executive Service" or "SES" means the Assistant Secretaries in DPS, the Deputy Secretary and the Parliamentary Librarian;
- (x) "sessional part-time employment" means part-time employment that is worked on an agreed number of specified days per year;
- (y) "shift worker" means any employee who is rostered to work all or part of their ordinary hours outside 6.00am to 6.00pm, Monday to Friday, but does not include those employees covered by clause 345;
- (z) "short notice overtime" means an occasion where an employee is:

- (i) called on duty to meet an emergency; or
 - (ii) given no notice of call prior to ceasing duty; or
 - (iii) given less than eight hours notice.
- (aa) "specified days" means those days determined on an annual basis by the Secretary in consultation with employees and may include all scheduled sitting days;
- (bb) "spouse" includes the following:
- (i) a former spouse;
 - (ii) a de facto spouse;
 - (iii) a former de facto spouse; or
 - (iv) same sex partner.
- (cc) "supervisor" means the person to whom an employee immediately works or reports.

Purposes of Agreement

3 This Agreement covers all non-SES employees of the Department of Parliamentary Services.

4 The purposes of the Agreement are:

- (a) to provide and give effect to fair remuneration and working conditions for all DPS employees;
- (b) to promote a culture of continuous improvement within DPS, including a consultative framework within which all operations of DPS can be reviewed over the life of the Agreement;
- (c) to maintain a culture of high performance in DPS, including by providing for a workable Performance Management Scheme (**PMS**) to cover all employees covered by the Agreement including but not limited to:
 - (i) identifying and recognising the unique and professional obligations and responsibilities of a DPS employee;
 - (ii) identifying and recognising other skills or competencies that are appropriate to the professional development of the function; and
 - (iii) providing appropriate training and remuneration to support these functions;
- (d) to assist in achieving productivity improvements and other savings to fund the salary increases provided for by the Agreement;
- (e) to provide an environment in which DPS is enabled to achieve its Vision and its Mission, including:
 - (i) considering carefully our approach to client service;

- (ii) encouraging a consistent and transparent strategic leadership and management style to reinforce the commitment of our employees; and
- (iii) encouraging the development of a diverse workforce of skilled employees to meet the customer business service obligations now and into the future.

5 The parties to this Agreement are committed to these purposes and will, wherever possible, interpret this Agreement and any other employment arrangements in ways which further these purposes.

Closed Agreement

6 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

Union Collective Agreement

7 This Agreement is made, under section 328 of the *Workplace Relations Act 1996*, between the:

- (a) Department of Parliamentary Services;
- (b) Community and Public Sector Union;
- (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- (e) Construction, Forestry, Mining and Energy Union;
- (f) National Union of Workers; and
- (g) Media, Entertainment and Arts Alliance.

Persons bound

8 This Agreement will apply to, and be binding on the:

- (a) Secretary of the Department of Parliamentary Services;
- (b) Community and Public Sector Union;
- (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- (e) Construction, Forestry, Mining and Energy Union;
- (f) National Union of Workers;

- (g) Media, Entertainment and Arts Alliance; and
- (h) non-SES employees of the Department of Parliamentary Services.

Duration

9 This Agreement shall commence operation seven days after the Workplace Authority issues its notification that the Agreement has passed the "No Disadvantage Test" and has a nominal expiry date of 30 June 2011.

Scope of Agreement

10 Previous Agreements and Awards are at Appendix H and are included for reference purposes only.

11 It is acknowledged that the employment of employees covered by this Agreement is subject to the conditions of employment provided for under the following Acts (it is noted that this list may not be comprehensive):

- (a) *Age Discrimination Act 2004*;
- (b) *Defence Reserve Service (Protection) Act 2001*;
- (c) *Financial Management and Accountability Act 1997*;
- (d) *Human Rights and Equal Opportunity Commission Act 1986*;
- (e) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (f) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (g) *Occupational Health and Safety Act 1991*;
- (h) *Parliamentary Service Act 1999* other than provisions prescribed by Workplace Relations Act Regulations;
- (i) *Safety, Rehabilitation and Compensation Act 1988*;
- (j) *Superannuation Act 1976*;
- (k) *Superannuation Act 1990*;
- (l) *Superannuation (Productivity Benefit) Act 1988*;
- (m) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
- (n) *Superannuation Act 2005*; and
- (o) *Workplace Relations Act 1996*.

12 Any reference to the Acts listed in clause 11 includes a reference to regulations or instruments made under those Acts.

13 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.

Variations to Agreement

14 Variations to this Agreement may only be made in accordance with the *Workplace Relations Act 1996* or its successor.

Delegation

15 The Secretary may in writing delegate to an employee any of his or her powers or functions under this Agreement.

16 Any power or function delegated to an employee by the Secretary cannot be subsequently delegated by that employee to another employee.

Review of decisions to terminate employment

17 The only avenue of review against termination of employment shall be through the termination of employment provisions included in Division 4 of Part 12 of the *Workplace Relations Act 1996*, other Commonwealth laws or at common law.

18 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with paragraph 661 (1) (c) of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under section 13 of the *Parliamentary Service Act 1999*.

Procedures for preventing and settling disputes

19 The procedures for preventing and settling disputes concerning this Agreement are set out in clauses 20 to 31. At any time, a DPS employee may seek review pursuant to section 33 of the *Parliamentary Service Act 1999* to the extent allowed under that Act.

20 The parties to a dispute bound by this Agreement must ensure that work continues normally and that work practices shall be in accordance with this Agreement, except where employees would be placed in a genuinely unsafe situation. Should this be the case, employees agree to perform alternative duties.

21 It is the responsibility of the parties bound by this Agreement to take reasonable and genuine steps to prevent or settle disputes by discussion within the part of DPS where the dispute arises and to do so within 15 working days of that dispute arising. If a matter applies across all or most of DPS, such discussion may take place through the DPS Consultative Forum, or by some other mechanism agreed between the parties to this Agreement.

22 Where the dispute is not resolved as described in clause 21, the parties to the dispute may agree to appoint a suitably qualified and unbiased person or persons to resolve the matter by conciliation or mediation. The parties to the dispute will approach this process in the spirit of good faith in an attempt to reach a resolution.

23 In the event that the parties to the dispute are unable to resolve a dispute in a manner consistent with clause 21 or 22, the specific matter(s) in dispute will be:

- (a) referred to the AIRC by either party to the dispute; or
- (b) reviewed pursuant to section 33 of the *Parliamentary Service Act 1999*, to the extent allowed under that Act.

24 Where a disputed matter is subject to an application by a relevant employee under section 33 of the *Parliamentary Service Act 1999*, or has been dealt with to finality under that section, it will not be further considered under these provisions.

25 Unless the parties to the dispute agree to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied these procedures.

26 For the purposes of clause 23(a), the AIRC may, unless otherwise agreed in writing by the parties to a particular dispute, do all things necessary for the just resolution or determination of the dispute and may conduct any or all of the following dispute resolution processes:

- (a) conferencing;
- (b) mediation;
- (c) assisted negotiation;
- (d) neutral evaluation;
- (e) case appraisal (which may include recommending referral of the matter to another forum or an alternative process which is, in the view of the AIRC more appropriate);
- (f) conciliation;
- (g) arbitration.

27 If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which the AIRC considers are necessary to make the arbitration effective, such as:

- (a) conduct a hearing;
- (b) take evidence on oath or affirmation;
- (c) summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;
- (d) compel the production of documents and/or materials that relate to the dispute;
- (e) give directions in relation to procedural matters arising in the dispute resolution process;

- (f) arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);
- (g) hold a ballot of affected employees where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute; or
- (h) have recorded and transcribed proceedings before the AIRC.

28 In carrying out arbitration the AIRC will:

- (a) apply the rules of natural justice, and ensure that the parties to the dispute have a reasonable opportunity to be heard;
- (b) have regard to the AIRC's established principles for dealing with disputes about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
- (c) act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form; and
- (d) provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed between the parties to the dispute that written reasons are not required.

29 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute agree to comply with any direction or decision, be it final or procedural.

30 Employees may nominate another person or body to represent them at any stage in relation to the dispute settlement process.

31 An employee preparing for or attending industrial proceedings pursuant to subclause 23(a) or clause 30 will receive full pay.

Non-discriminatory employer

32 DPS does not discriminate on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or whether or not a person is, or is not, a member of a union. Nothing in this Agreement is intended to discriminate against an employee on any of these grounds. Clause 32 does not prevent any different treatment that is specifically exempted under Commonwealth anti-discrimination legislation.

33 DPS is mindful of the needs of employees to balance their work and family responsibilities and shall where consistent with both operational arrangements and the employee's family and other responsibilities, extend assistance to employees through the flexibilities provided by this Agreement. In circumstances where DPS is unable to approve:

- (a) an application for leave;
- (b) a proposal to varying working hours or work part-time; or

- (c) an election to purchase additional leave

the relevant supervisor will provide the employee with reasons in writing including evidence that DPS has considered alternative arrangements or options that might address the requirement of the employee.

Consultation arrangements

34 DPS is committed to giving effect to a consultative working environment.

35 Where the executive or directors are making a decision in consultation with employees or a trade union of which an employee is a member, it means they are committed to:

- (a) providing timely and relevant information, where possible, to allow meaningful participation in debate;
- (b) making decisions that take account of the views expressed by employees, unions and/or other staff representatives; and
- (c) explain, and where necessary, document on what basis the decision was made where requested by an employee or their representative, which may be a relevant union official or delegate or any other person(s), including a DPS employee, relative or friend.

36 The parties to this Agreement agree to maintain the DPS Consultative Forum and its subcommittees as a forum for consultation with employees and trade unions of which employee are members.

37 The objectives of the DPS Consultative Forum and its subcommittees are to:

- (a) promote good workplace relations in DPS;
- (b) improve mutual understanding between management and employees;
- (c) provide a forum for open consultation between management and employees aimed at resolving different points of view in a mutually acceptable manner;
- (d) facilitate the mutual exchange of information; and
- (e) review its own effectiveness and operations.

38 The DPS Consultative Forum will comprise management representatives, union representatives and employee representatives with employee representatives being elected from employees in each Branch.

Occupational health and safety (OHS)

39 DPS is committed to providing its employees with a safe and healthy workplace and to a policy that enables effective cooperation with employees on OHS matters. A high level of OHS performance is seen by DPS as one of a number of initiatives that contributes towards good business practice.

40 The OHS rights and responsibilities of the parties to this Agreement are contained in the *Occupational Health and Safety Act 1991*. Nothing in this Agreement will diminish those rights or responsibilities. Where a dispute in relation to an OHS issue arises, the parties to the dispute will seek to resolve the dispute in accordance with the procedures for preventing and settling disputes at clauses 19 to 31 of this Agreement.

41 DPS shall provide employees and their families with access to a confidential and professional employee assistance program, for work-related or personal problems.

42 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;
- (b) eyesight tests every two years, and a maximum contribution of \$153 for eyewear if a problem was or may be caused by or attributed to DPS duties where visually demanding tasks are required; and
- (c) 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.

Payment on death

43 Where an employee dies, or is deemed by the Secretary to have died on a certain date, the Secretary may approve the payment of the amount to which the former employee would have been entitled had the employee ceased employment on resignation or retirement.

Part 2—Productivity measures

General

44 The parties to this Agreement agree that they are committed to finding more cost-effective and efficient means of delivering services.

45 All DPS employees will be committed to ongoing continuous improvement including:

- (a) greater use of automation to improve the way we do business including a commitment to implement an Electronic Document and Records Management System;
- (b) replacement of duplicate systems with single systems implementing an enterprise approach;
- (c) innovation to support more efficient service delivery; and
- (d) ongoing assessment of better ways to do business including use of benchmarking where appropriate.

Absenteeism

46 The parties to this Agreement agree that during the Agreement a review will be conducted of unplanned unanticipated absences.

47 The parties to this Agreement agree that the Terms of Reference of the review will be considered and agreed by the DPS Consultative Forum.

48 The Terms of Reference could include, but not be limited, to:

- (a) assessing the use of personal leave by areas in DPS;
- (b) assessing factors influencing the use of personal leave;
- (c) consideration of changes to work practices such as the drawing up of rosters and alternative work patterns; and/or
- (d) efficiencies in work practices which may reduce absenteeism.

Time recording systems reviews

49 The parties to this Agreement agree that during the life of the Agreement DPS time recording systems will be reviewed. The object of the review will be to find the most cost-effective and efficient means of recording attendance, overtime and leave. As a result of this review the proposed improvements will be taken to the DPS Consultative Forum to discuss and reach agreement of possible implementation. It will be a priority of the DPS Consultative Forum to reach agreement.

Apprentices and trainees

50 Within the first year of this Agreement, DPS in consultation with employees and their representatives, will develop, agree and implement an apprentice and trainee program.

51 This program will identify the skill areas throughout DPS where apprentices and trainees are required and determine the resource and support needs to ensure an effective outcome.

52 It will consider and incorporate, where relevant, the different means of developing entry level employees including: Australian Apprenticeships (and traineeships); Group Training Organisations and School-Based Apprenticeships.

53 Apprentice and trainee initiatives that are currently in place and those that are planned for the 2008-2009 financial year will continue.

Break between overtime and ordinary duty

54 The parties to this Agreement agree that within 12 months of the date of operation of this Agreement the parties to this Agreement will review and seek to implement a break of 10 hours between overtime and ordinary duty for employees, subject to the agreement of the parties to the Agreement.

Part 3—Common terms and conditions of service

Working arrangements

Hours of work

Hours of attendance and flextime

55 Flextime is a system of flexible working arrangements which enables employees and their supervisors to vary working hours and patterns.

56 Subject to clauses 58 to 66, hours of duty will generally be agreed between the employee and their supervisor. Where operational or other arrangements exist the Secretary may require an employee or a group of employees to work other specified hours.

57 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 arrangements 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.

Application

58 The flextime provisions prescribed in clauses 59 to 66 apply to all employees who are classified at or below Parliamentary Service Level 6 (PSL 6).

59 Access to flextime may be withdrawn where the Secretary considers that the employee has been misusing the arrangements.

60 Where access to flextime is withdrawn the employee shall work a standard day of 7 hours 30 minutes between the hours of 8.30am and 12.30pm and 1.30pm and 5.00pm unless otherwise agreed by the Secretary.

Hours of duty

61 The ordinary hours of duty 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.

62 Employees will take a meal break of at least 30 minutes after 5 hours of continuous duty. If, due to operational arrangements, 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 a meal break is taken.

Accrual of flextime credits and debits

63 There will be a settlement period of four weeks. Employees may accrue a maximum flextime credit of 75 hours in that period and may take up to 37 hours 30 minutes flextime leave in any pay fortnight. This restriction on taking flextime leave does not apply when an employee formally advises their intention to cease employment with DPS.

64 Employees will use their flextime credits before leaving DPS and supervisors will not prevent this from happening.

65 On the death or invalidity retirement of an employee, the employee's flextime credit will be paid out as part of their final entitlement on an hour-for-hour basis.

66 An employee may not have a flextime debit of more than 10 hours at the end of any settlement period.

Working arrangements for employees at Parliamentary Executive Levels 1 and 2

67 It is acknowledged that, to meet operational arrangements, Parliamentary Executive Level employees may be required to work additional hours from time to time. It is also acknowledged that Parliamentary Executive Level employees may be rostered to work additional hours on a parliamentary sitting night.

68 It is therefore important that Parliamentary Executive Level employees be assured that working agreed additional hours, as stated in clause 67, will be recognised through a "time off in lieu" (**TOIL**) arrangement.

69 The specific details of when the employee will work and how TOIL arrangements will work in practice will be agreed between the staff member and their supervisor but it should be noted that, other than the additional working hours described in clause 70, an "hour for hour" accrual of TOIL is not envisaged.

70 For Parliamentary Executive Level 1 employees, a formal TOIL 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 TOIL on an "hour for hour" basis.

71 The operation of these arrangements will require Parliamentary Executive Level 1 employees to maintain a record of their working hours. Parliamentary Executive Level 1 employees will be able to accrue up to 37 hours 30 minutes of formal TOIL.

72 It is considered good management practice to grant any time off under these arrangements as soon as practicable after TOIL has accrued.

73 Parliamentary Executive Level 1 employees cannot cash out any accrued TOIL on ceasing employment with DPS or go into debit under this scheme.

74 Where excessively long hours are worked consistently, Parliamentary Executive Level 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.

75 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.

76 The Secretary may approve payment of an allowance of 4 per cent of annual salary, on a case-by-case basis, to Parliamentary Executive Level 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.

Shiftwork

77 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 should 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.

78 The application of the provisions of this clause will operate in accordance with the following principles, except as provided in the workgroup-specific provisions covering shift work at Part 6 of this Agreement:

- (a) DPS will provide a flexible shift working environment, where required, to meet operational arrangements and to accommodate employee preferences to achieve a healthy work-life balance;
- (b) shift working arrangements may be varied to meet the needs of a particular workplace. Such changes will be developed in consultation with affected employees through the Departmental Sub-Committee consultative process;
- (c) variations to shift working arrangements may also be implemented on an individual basis providing that management and the employee enter into a genuine and free agreement in relation to working patterns;
- (d) employees will work an average of 37 hours 30 minutes per week to be reconciled over the roster cycle;
- (e) a period of normal duty will not exceed 7 hours 30 minutes within a 24 hour cycle;
- (f) unless an employee agrees, there will be no requirement to work more than eight 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 DPS proposes a new roster or a change in the shift pattern cycle, this will only occur following consultation with all affected employees, and may include a ballot to assess the views of employees. DPS will provide employees with 28 days notice of any change to the shift pattern cycle;
- (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. Subject to the provisions of clause 85 and except at the change-over of rosters an employee will not be required to work more than one shift in each 24 hours; and
- (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.

79 Any employee who performs ordinary duty any part of which falls between the hours of 6.00pm and 6.00am Monday to Friday shall be entitled to payment of the following shift penalties:

- (a) 15% of salary for each shift in which any part of duty is performed between the hours of 6.00pm and 6.00am Monday to Friday;
- (b) 50% of salary for all rostered ordinary time duty performed on a Saturday;
- (c) 100% of salary for all rostered ordinary time duty performed on a Sunday or for staff rostered off duty on a public holiday; and
- (d) 150% of salary for all rostered ordinary time duty performed on a public holiday.

80 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 shall apply.

Overtime

81 Overtime will be paid to all employees who are classified at or below Parliamentary Service Level 6 and who are required to work in excess of seven hours 30 minutes on any day Monday to Friday or when required 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.

82 Where an employee works overtime, the following rates of payment shall apply:

- (a) time and a half for the first three hours worked on Monday to Saturday;
- (b) double time for overtime worked in excess of three hours on Monday to Saturday and for overtime worked on Sundays;
- (c) double time and a half for overtime worked on a public holiday outside the employee's normal hours of duty and time and a half within their normal hours as employees have already been paid for the public holiday in base salary.

83 In calculating the employee's hourly rate of pay the divisor will be 37.5.

84 Employees may opt to accrue flextime in lieu of overtime payments. The flextime to be accrued will be calculated by multiplying the number of hours overtime worked by the relevant factor specified in clause 82.

85 An employee who works overtime between two periods of ordinary duty shall have a minimum break of at least nine hours before returning to duty. Where the employee is directed to return to duty without having a nine hour break, the employee will be paid at double time rates until such time as the employee has had a nine hour break. The parties to this Agreement agree that this clause may be varied during the life of this Agreement as a result of the review identified in clause 54.

Employment categories

Part-time employment

Regular part-time employment

86 Employees may be engaged on a regular part-time basis to work regular weekly hours which are less than ordinary hours.

87 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.

88 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.

89 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 asking a regular part-time employee to work additional hours, the Secretary will be mindful of why the employee is working part-time.

90 DPS is mindful of family friendly employment policies and an employee returning to work from maternity or parental leave will have access to regular part-time employment.

91 Remuneration and other benefits 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.

92 There will be no limitations (apart from operational arrangements) placed on the number of employees employed on a regular part-time basis.

93 Where a regular 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 and those hours are not:

- (a) in excess of 7 hours 30 minutes on a day; or
- (b) in excess of 37 hours 30 minutes in a week;

they will be paid single time or accrue flex credits on an "hour for hour" basis where the employee is working flexible hours.

94 Where a regular part-time employee is requested to perform duty in excess of the employee's agreed hours the additional duty shall be paid as overtime.

95 For the purposes of clauses 93 and 94 "agreed hours" means the pattern of daily working hours agreed under clause 89.

96 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 normal hours agreed for the employee.

Sessional part-time employment

97 Sessional part-time employment is not a strategy to undermine ongoing fulltime employment as the usual basis for employment.

98 Employees may be engaged on a sessional part-time basis to work a specified number of days which is less than the number of days 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).

99 For employee initiated sessional part-time employment the Secretary will agree in writing with the employee the number of 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 why the employee is working part-time.

100 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 99.

101 Where requested, and with the agreement of the employee, sessional part-time employees may perform other duties on days other than their specified days. When working on days other than specified days payment shall be at the appropriate ordinary rate for the day or shift worked.

102 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.

103 Where a sessional part-time employee is requested to perform duty in excess of the employee's agreed hours on a day the additional duty shall be paid as overtime.

104 For the purposes of clauses 102 and 103 "agreed hours" means the pattern of daily working hours agreed under clauses 99 and 100.

105 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 and will be taken during periods of employment.

106 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 101. A period of specified days or other days worked includes either the day (or days) worked before or after a public holiday.

Casual, irregular or intermittent employment

107 Employees may be engaged on a non-ongoing basis to undertake duties which are casual, irregular or intermittent in nature.

108 Remuneration for casual, irregular or intermittent employees will be on an hourly basis.

Loading in lieu of public holidays and accrual of leave

109 Casual employees engaged for duties that are irregular or intermittent will be paid a 20% loading in addition to the base hourly rate for those duties in lieu of payment for public holidays and in lieu of accruing any type of leave provided for by this Agreement, except long service leave.

Leave arrangements

Approval of leave

110 Subject to:

- (a) available credits;
- (b) leave, other than long service 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 clauses 112 to 159.

Recalled to duty from approved leave

111 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.

Part day absences

112 Where an employee takes a part of a day as approved leave the leave required will be based on a standard day of 7 hours 30 minutes between the hours of 8.30am to 12.30pm and 1.30pm to 5.00pm.

Personal leave

113 Ongoing employees shall be entitled to 19 days paid personal leave upon engagement and shall accrue and be credited each fortnight further personal leave at the rate of 19 days per annum.

114 Employees who join DPS who:

- (a) elect to have prior service recognised for personal leave purposes under clause 128; or
- (b) have portability of leave entitlements under clauses 160 to 162 for personal leave purposes

do not accrue an additional 19 days on engagement.

115 Non-ongoing employees engaged for a specified term or for the duration of a specified task less than 12 months shall accrue and be credited fortnightly personal leave based on a pro-rata of an annual entitlement of 19 days.

116 Non-ongoing employees engaged for a specified term or for the duration of a specified task greater than twelve months shall be entitled to 19 days paid personal leave upon engagement and shall accrue and be credited each fortnight further personal leave at the rate of 19 days per annum.

117 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.

118 Personal leave may be taken in the event of :

- (a) personal illness or injury of an employee;
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness or injury to a member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the death of a member;
- (c) other significant personal circumstances requiring the employee's absence from duty.

119 Personal leave, both paid and unpaid will count as service for all purposes.

120 Generally, employees will not be required to provide acceptable documentation (eg medical certificates) for absences due to illness. However, acceptable documentation may be required if requested by the Secretary. Acceptable documentation cannot be required for periods preceding the Secretary's request.

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

122 Personal leave will be credited to the employee each fortnight.

123 Personal leave on half pay may be granted where requested by the employee.

124 Personal leave credits cannot be paid out on separation from the department.

Compassionate leave

125 An employee may take compassionate leave when a member of the employee's immediate family or household member:

- (a) contracts or develops a personal illness that poses a serious threat to life;
- (b) sustains a personal injury that poses a serious threat to life; or
- (c) dies.

126 An employee may take two days compassionate leave per occasion. The leave may be taken in a single unbroken period of two days or two separate periods of one day or as agreed by the Secretary.

127 Generally, employees will not be required to provide acceptable documentation (eg medical certificate) for absences due to compassionate leave. However, acceptable documentation may be required if requested by the Secretary. Acceptable documentation cannot be required for periods preceding the Secretary's request.

Recognition of prior service

128 The Secretary will, on written request from an employee, recognise an employee's accrued personal leave balance when prior employment ceased for personal leave purposes if:

- (a) the employee was engaged in employment that, under the *Long Service Leave (Commonwealth Employees) Act 1976* is, or is taken into account as if it were, employment in Government Service; and
- (b) personal leave accrued during that employment; and
- (c) the period or periods of employment described in (a) above ceased no longer than two months prior to commencing in DPS.

Other conditions

129 An employee will not be entitled to paid personal leave for a reason related to the pregnancy while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

130 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.

Annual leave

131 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

132 Ongoing employees and employees engaged for a specified term or for the duration of a specified task will accrue an annual leave credit of four weeks at full pay over the course of the year. Annual leave will be credited fortnightly. Annual leave accruals are cumulative, subject to clause 138.

133 Shift workers required to work on Sundays will be granted an additional half-day's annual leave for each Sunday worked, up to a maximum grant of five days in any calendar year.

134 The provisions of clause 133 do not apply where:

- (a) an employee's salary has a component added to compensate for regular shiftwork on Sundays; or
- (b) employees are covered by the arrangements in clauses 303 and 304 or 320 and 321.

135 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.

136 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.

137 Discretionary leave without pay, or any extended leave, shall not be artificially split with annual leave or long service leave, including as a means to maximise use of public holidays or to maintain eligibility for superannuation contributions.

Accumulation of annual leave

138 Where an employee has an extensive accumulation of annual leave (greater than 12 weeks for a full-time employee, pro rata for a part-time employee or greater than 15 weeks for a shift worker) the employee may be directed by the Secretary to take annual leave in accordance with section 236(6) of the *Workplace Relations Act 1996*. An employee will be provided with a minimum of four weeks notice when directed by the Secretary to take annual leave.

Re-crediting of annual leave

139 If, while on annual leave, an employee is medically unfit for duty for one day or longer, the employee may apply to have that period of annual leave re-credited subject to the provision of acceptable documentation (eg a medical certificate).

140 If, while an employee is on annual leave, a member of his or her immediate family for whom he or she has caring responsibilities suffers illness or injury and requires the employee to care for them, the employee may apply to have that period of annual leave re-credited subject to the provision of acceptable documentation.

141 If, while an employee is on annual leave, a member of his or her immediate family for whom he or she has caring responsibilities dies, the employee may apply to have that period of annual leave re-credited subject to the provision of acceptable documentation.

Annual leave on half pay

142 Annual leave may be taken on half pay where this is requested by the employee and approval will be subject to operational arrangements.

Purchased leave

143 Subject to approval by the Secretary, employees may elect to purchase additional leave at any time and the election will remain in force for one year, except in exceptional circumstances.

144 Once an election has been made, an employee's salary payments will be averaged over the year to ensure a standard payment is received each fortnight.

145 The purchase of additional leave will not affect other forms of leave entitlement or an employee's continuity of service.

Parental leave

146 An employee will be entitled to leave of absence without pay during the period commencing on the day of the birth of a child of the employee and ending 66 weeks thereafter for the purpose of enabling the employee to care for the child.

147 Where an employee adopts a child and is to be the primary carer, he or she will be entitled to 14 weeks leave with pay from the date of adoption and then up to a further 38 weeks of leave without pay.

148 Subject to clause 149, the maximum period of leave of absence which may be granted by virtue of clause 146 is 52 weeks.

149 Where an employee has been granted maternity leave without pay under this Agreement, the maximum period of leave which may be granted under clause 146 will be such that the aggregate period of leave granted under the maternity leave provision of the *Maternity Leave (Commonwealth Employees) Act 1973* (not including the period of required absence under that Act) and the period of leave granted under clause 146 does not exceed 40 weeks.

150 A period of leave granted under clause 146 does not count as service for any purpose.

151 Within 12 months of the birth or adoption of a child, a parent who is not eligible for maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, is entitled to be granted two weeks paid parental support leave.

Maternity leave

152 An entitlement to paid maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*. This leave can be taken at either full pay (12 weeks) or half pay (24 weeks).

153 Employees granted maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* will be granted an additional two weeks paid leave which must be taken before the child's second birthday.

154 Any period of paid parental support leave, paid adoption leave or additional paid maternity leave can be taken at half pay for double the period and will count as service for all purposes.

Discretionary leave

155 The Secretary may grant an employee discretionary leave with or without pay, and the Secretary will determine if such leave will count as service and if so for what purposes.

156 Without limiting the discretion of the Secretary under clause 155, an indicative list of circumstances where the Secretary may grant leave is at Appendix B.

Long service leave

157 The provisions for long service leave are contained in the *Long Service Leave (Commonwealth Employees) Act 1976*. The following clauses relate to the application of those provisions.

158 Employees may be granted a minimum period of seven days long service leave. Long service leave can be taken on full or half pay.

159 An employee who is medically unfit for duty for one day or longer while on long service leave, and who produces acceptable documentation, may apply for personal leave. Long service leave will be re-credited to the extent of the period of personal leave granted.

Portability of accrued leave entitlements

160 All existing accrued leave credits of current DPS employees will be recognised under this Agreement. This recognition will be on a day-for-day basis.

161 Where an employee joins DPS on or after the commencement date of this Agreement from an employer staffed under the Public Service Act 1999, from the Office of the Governor-General, from the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.

162 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.

Stand-down and additional holiday

163 Employees will be granted the two working days between Christmas and New Year as stand-down with pay.

164 Employees required to work on a stand-down day will be granted a day in lieu.

165 Employees rostered off on a stand-down day will be granted a day in lieu.

166 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.

Public holidays

167 Employees will observe the following public holidays:

- (a) New Year's Day (or substitute);

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

168 Where the Secretary and an employee agree, another day may be taken as an alternative for any public holiday prescribed above except for Anzac Day eg for religious purposes.

169 Where an employee is rostered off on a public holiday, the employee may elect to be granted an additional day's leave in lieu of payment under clause 79. This clause does not apply to employees covered by clauses 293 and 295.

170 If an arrangement described under clause 168 is not practical in relation to the operational arrangements of DPS or the workgroup, the employee may with the approval of the Secretary observe a day of cultural or religious significance to the employee as a holiday and make up the equivalent hours at some other agreed time.

171 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 3 of the Agreement apply.

172 An employee is not entitled to be paid salary for a public holiday that occurs during a period for which the employee is absent on leave without pay.

Allowances

Restriction duty

173 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 174 to 177 do not apply where an employee's salary has been adjusted to include a component to compensate for restriction duty.

174 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 173 will be paid an allowance as shown in the table below:

Classification	\$ per week	\$ per day	additional \$ for public holiday
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PSL 1—6

\$350.00

\$50.00

\$58.00

175 The Secretary may approve payment of restriction allowance, on a case-by-case basis, to Parliamentary Executive Level employees who are directed to participate in a restricted duties roster to provide non-discretionary computing support services outside ordinary hours. The level of payment will be the rate prescribed for employees at the PSL 1—6 Level.

176 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.

177 Where an employee is on restriction and he or she is recalled to the work place payment for that duty will be in accordance with the provisions prescribed in clauses 81 to 85 subject to payment of:

- (a) a minimum period of two hours at the overtime rate which includes travel time if the employee uses Cabcharge; or
- (b) a minimum payment of two hours at the overtime rate plus one hour travel time at the overtime rate if the employee uses their own means of transport.

Higher duties allowance

178 The Secretary may temporarily re-assign an employee to duties at a higher classification level.

179 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.

180 Where non-SES employees are required to temporarily perform work in an SES job for a period of two weeks or more, he or she will be remunerated at a rate determined by the Secretary.

181 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.

182 The provisions of clauses 179 to 181 will not be manipulated to avoid payment of higher duties allowance over longer periods.

183 An allowance granted under clause 179 to 181 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.

184 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 if the employee would have continued to act but for the absence.

185 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 179 to 181 may still be paid.

186 The requirement to work at the higher level for a period of two weeks as prescribed in clauses 179 to 181 can be waived, in full or in part, by the Secretary.

Motor vehicle allowance

187 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.

188 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.

Travel allowance

189 Where an employee is required to be absent from Canberra overnight on official duties, travelling allowance will be paid in addition to the cost of conveyance. The class of air travel will be economy class unless the Secretary approves otherwise.

190 Where accommodation is arranged by the employee the rates of the allowance will be those set out as the lower of the "*Reasonable amounts for domestic travel allowance*" shown in the annual Australian Taxation Office's "*Taxation Ruling: Income tax: what are reasonable travel and meal allowance expenses*". 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.

191 Where accommodation or meals are provided as part of the official business and have been paid for by the department, the allowance payable will be reduced by the relevant component.

192 If the Secretary believes that these rates are not sufficient to cover reasonable expenses, he or she may authorise the payment of additional money to the employee.

193 An employee who is travelling 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 190. 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.

194 The Secretary will determine conditions that will apply to employees travelling overseas.

195 The Secretary may approve membership costs for airline corporate lounges for employees who are required to travel interstate on a regular and frequent basis.

First aid allowance

196 The Secretary may approve the payment of first aid allowance to suitably qualified employees. The rates of the allowance vary with the employee's qualification and are set out below:

- (a) Certificate Standard A—\$10 per week (St John Ambulance Australia Advanced First Aid Certificate/Level 2 First Aid Certificate, or an equivalent qualification)
- (b) Certificate Re-examination Standard B—\$10 per week (St John Ambulance Australia Advanced First Aid Certificate/Level 3 First Aid Certificate, or Australian Red Cross Occupational First Aid Course Certificate, or an equivalent qualification); or
- (c) Medallion Standard C—\$20 per week (St John Ambulance Occupational First Aid/Level 4 First Aid Certificate, or an equivalent qualification).

Other payments

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

Reimbursement of costs

Relocation assistance

198 The Secretary may determine the extent of any financial assistance for relocation from another locality to Canberra upon promotion, engagement, transfer or temporary assignment in excess of 12 months. Without limiting the Secretary's discretion under this clause, some examples of costs that could be considered for reimbursement are provided at Appendix C.

Loss or damage to clothing and personal effects

199 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

200 Employees will be provided with protective clothing, uniforms and footwear in accordance with the DPS protective clothing and uniform policy, as amended from time to time in consultation with employees.

Additional work related costs

201 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.

202 This may include:

- (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.

Part 4—Classification structure, pay rates and associated matters

Classification structure

203 The DPS classification structure is consistent with the 8-level Australian Public Service classification structure and facilitates mobility in DPS, and between DPS and other Parliamentary departments and Australian Public Service departments and agencies.

Work level standards

204 The parties to this Agreement agree to progress the development of DPS specific work level standards.

205 DPS work level standards will assist in determining at what level a position is to be classified and therefore what salary rate is applicable. The work level standards will also include information on any required qualifications or advancement criteria. Such qualifications or advancement criteria may be varied in consultation with the relevant employees. The Secretary will determine if the advancement criteria have been met.

Salary on promotion/engagement/transfer

206 Persons commencing with DPS, or being promoted from within DPS, will generally be paid at the bottom of the salary range for the relevant classification. However, the Secretary may approve a higher salary in the relevant classification. This can be done before commencement or in the first six months of engagement or promotion. In considering such proposals the Secretary will consider, but not be restricted to, the relevant guidelines at Appendix D. Payment of any resulting higher rate will be prospective.

Salary advancement

Within a classification

207 Subject to the Performance Management Scheme arrangements set out in Part 5 of this Agreement, if an employee's performance is rated "effective" or better the employee's salary will be increased by 3.5 per cent and limited to the top of the range for the employee's classification level. If such an increase would result in a salary within 1 per cent of the top of the salary range, the employee's salary will be increased to the top of the range.

208 Parliamentary Executive Level 2 employees will only progress beyond the top of the salary range to the "Barrier" salary where they are rated "highly effective" or better as a result of the Performance Management Scheme established by Part 5 of this Agreement.

Within a broadband

209 If an employee's performance is rated "effective" or better as a result of the Performance Management Scheme established by Part 5 of this Agreement and meets the requirements set out in clauses 330, 331, 332, 343, 349 and 365 the employee's salary will be increased by 3.5 per cent and limited to the top of the range for the employee's classification level. If such an increase would result

in a salary within 1 per cent of the top of the salary range, the employee's salary will be increased to the top of the range.

Reduction in salary

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

Broadbanding

211 The Secretary may approve a broadband of all or part of the DPS classification structure to suit operational arrangements. This will be done in consultation with employees and their representatives which may be relevant union official or delegate or other person(s), including a DPS employee, relative or friend whom the employee requests. Broadbanded classifications existing at the commencement of this Agreement will continue to operate.

212 The provisions of clause 211 are subject to any classification rules made by the Presiding Officers pursuant to section 23 of the *Parliamentary Service Act 1999*.

213 Details of existing broadbands can be found in Part 6 of this Agreement and salary rates at Appendix A, Table 2.

Adjustments to rates of pay

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

- (a) from the first full pay period commencing on or after the date of operation of this Agreement an employee's salary will be increased by 5%;
- (b) from the first full pay period commencing on or after 1 July 2009 an employee's salary will be increased by 4.6%;
- (c) from the first full pay period commencing on or after 1 July 2010 employee's salary will be increased by 4.2%.

Superannuation

215 For an employee who exercises superannuation choice, DPS will maintain the maximum basic contribution for designated employers as specified for employees who are members of the Public Sector Scheme Accumulation Plan.

216 DPS will limit superannuation choice to funds which:

- (a) are complying and registered superannuation funds;
- (b) allow employee and employer contributions to be paid fortnightly through electronic funds transfer; and
- (c) make satisfactory arrangements for the acceptance of payments from DPS and for information transfer between the DPS payroll and the fund.

217 Employees who are aged 75 or over who meet legislative requirements, including the work test, are eligible to become members of the Public Sector Scheme Accumulation Plan and DPS will make contributions in accordance with clause 215.

Salary sacrifice

218 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.

219 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.

Payment of salary

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

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

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

Cadet rates of pay

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

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

Apprentices

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

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

224 Where the Secretary, on advice from a director, certifies that an apprentice has performed at a superior level in the theory and practice of a trade

covered by this Agreement, then the salary payable to the apprentice in the following year will be 2.5% higher than the appropriate rates calculated in accordance with clause 223.

225 At the end of an apprenticeship if:

- (a) a vacancy occurs; and
- (b) the apprentice has been determined as having satisfactory performance; and
- (c) the apprentice meets the selection criteria for the vacancy,

the Secretary may engage the apprentice to the vacancy without further action.

226 In such circumstances the apprentice will be engaged as either a:

- (a) PSL 1/2 on a salary of \$45,858 pa (as adjusted by pay increases throughout the life of this Agreement); or
- (b) PSL 2/3 on a salary of \$48,652 pa (as adjusted by pay increases throughout the life of this Agreement)

whichever is relevant to the engagement.

227 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.

228 In such circumstances, payment to the apprentice on gaining a trade certificate will be either at:

- (a) \$47,404 pa (as adjusted by pay increases throughout the life of this Agreement) if he or she would have been engaged as a PSL 1/2; or
- (b) \$48,652 pa (as adjusted by pay increases throughout the life of this Agreement) if he or she would have been engaged as a PSL 2/3 if a vacancy had existed.

229 An apprentice who is 21 years of age or over, or an apprentice who has a partner or dependant(s), will be paid as a PSL 1/2 on an annual salary of \$43,768 pa (as adjusted by pay increases throughout the life of this Agreement). Such employees will have access to the provisions of clause 224.

Apprenticeships for ongoing DPS employees

230 Clauses 231 to 233 apply only to apprentices who were ongoing DPS employees before commencing their apprenticeship.

231 The provisions of clauses 232 to 233 apply to such apprentices, except where the following provisions are of greater benefit.

232 An apprentice covered by this clause will be paid as a PSL 1/2 at a salary of \$45,858 pa (as adjusted by pay increases throughout the life of this Agreement) or as a PSL 2/3 at a salary of \$48,652 pa (as adjusted by pay increases throughout the life of this Agreement), whichever of the rates is

applicable to the apprenticeship. The Secretary can determine a higher rate of pay having regard to the circumstances of the apprenticeship.

233 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 by pay increases throughout the life of this Agreement) before commencing the apprenticeship.

Trainees

234 The terms and conditions of employment for employees undertaking a traineeship, in accordance with prevailing legislation, will be those at Appendix E.

Supported salary payments for employees with a disability

235 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed in accordance with the terms and conditions set out in Appendix F.

Part 5—People and performance management

People management

Learning and development

236 DPS recognises that its employees are a valuable resource and is committed to the continued development of the competence of its employees. The parties to this Agreement agree to support the purpose of the *DPS People Strategy 2007-2010* in that it will assist with the achievement of DPS's core objectives and provide a consistent, targeted and business-focused approach to developing the capability of employees now and in the future.

Studies assistance

237 Employees will be provided with assistance through a study assistance program to pursue formal education and qualifications in fields which link to the achievement of corporate, branch and individual goals as identified in their Individual Development Plan of their Performance Agreement.

Performance management

238 The parties to this Agreement agree to continue a Performance Management Scheme (**PMS**) that will be based on clauses 239 to 255.

Performance agreements and assessment factors

239 Performance agreements are to be developed by way of mutual agreement between an employee and their immediate supervisor. The agreement must be based on realistic, achievable development options.

240 Performance agreements are effective for the period of the annual performance cycle and can be amended to reflect important changes by mutual agreement between the supervisor and employee.

241 Performance agreements are to contain three components:

- (a) job specific factors (duty statement, personal responsibility and continuous improvement);
- (b) organisational factors (business plan, corporate plan and Parliamentary Service Values); and
- (c) an individual development plan (training and development needs, priorities and activities).

242 Voluntary participation in corporate responsibility activities can include, but not be limited to:

- (a) Health and Safety Representatives;
- (b) Fire Wardens;
- (c) Harassment Contact Officers;
- (d) membership of the DPS Consultative Forum and its subcommittees;

- (e) participation in other departmental working groups such as Collective Agreement negotiations and review groups.

243 These voluntary activities will be recognised as part of the organisational factors in the department's PMS. Training and development needs for these activities will be considered within individual development plans

244 To ensure consistency and fairness in the operation of the PMS, the scheme will include provision for moderation of assessment ratings at the time of end-term cycle reviews.

PMS timeframe

245 The PMS will be based on an annual cycle commencing on 1 October with a mid-cycle review to be completed by 31 March and an end-cycle review to be completed by 30 September.

Performance assessment rating scale and salary advancement

246 A five point assessment scale will be used to assess performance:

- (a) Excellent—consistently exceeds agreed requirements documented in performance agreement;
- (b) Highly Effective—exceeds agreed requirements documented in performance agreement;
- (c) Effective—meets agreed requirements documented in performance agreement;
- (d) Partially Effective—training/development required to meet agreed requirements documented in performance agreement; or
- (e) Unsatisfactory—consistently does not meet agreed requirements documented in performance agreement.

247 Subject to clause 208 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.

Performance assessment guidance

248 To underpin consistency in performance assessments, guidance will be provided before each assessment round through workshops which will be widely advertised. For PSS specific arrangements refer to clause 416.

Review of performance assessments

249 If after reasonable discussions the employee and the supervisor cannot agree on the overall assessment rating, an agreed third party may be called on to assist in reaching agreement on the assessment rating and/or amendment of the content of the performance agreement.

250 If after all internal and informal approaches to reaching agreement have been exhausted and agreement cannot be reached, the matter may be handled under the dispute settling provisions of clauses 23, 24 and 26.

Training and development

251 DPS and its employees will emphasise training and development activities that are consistent with any training and development needs identified through the performance management scheme.

252 DPS will provide employees with support to access those training and development activities that will provide the most effective outcomes. These activities may include on-the-job and off-the-job training and formal study.

253 DPS is committed to an environment in which employees are able to access a range of learning options to meet any gaps in the skills and knowledge that are required for the duties which they perform and to assist in their career development. The department acknowledges the importance of coaching, mentoring and providing feedback and support to employees.

254 DPS and its employees agree that effective learning goals and strategies are best developed through the proper use of individual development plans jointly developed by employees and their supervisors as part of the performance management scheme.

255 DPS and its employees agree that employees are responsible for contributing to the identification of their team and individual needs, for conscientiously pursuing identified learning goals outlined in individual development plans and for actively participating in the development of their performance agreements and assessments.

Managing underperformance

256 The following principles are to be observed when an employee's performance consistently falls below the expected standard:

- (a) there will be a clear job description and performance agreement;
- (b) access to appropriate training will be provided;
- (c) the employee will be counselled regarding his or her performance;
- (d) written records of counselling will be kept;
- (e) there will not be undue delay in commencing or progressing the management of underperformance;
- (f) causes of underperformance will be explored;
- (g) a formal warning may be issued as part of the process if warranted by the underperformance; and
- (h) the employee will be entitled to have representation of their choosing including union representation.

257 The procedures to be adopted for managing underperformance are set out in Appendix G.

Misconduct

258 Suspected breaches of the Parliamentary Service Code of Conduct will be dealt with under procedures established in accordance with section 15 of the *Parliamentary Service Act 1999*.

Managing excess employees

Application

259 These provisions do not apply to:

- (a) an employee whose engagement with the Australian Parliamentary Service is subject to probation if that probation has not been completed; or
- (b) non-ongoing employees.

260 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

261 When the Secretary is aware that an employee is likely to become excess, the Secretary will advise the employee of the situation.

262 The Secretary will hold discussions with the employee and/or at the employee's discretion his or her nominated representative, which may be a relevant union official or delegate or any other person(s), including a DPS employee, relative or friend whom the employee requests to represent them, 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 alternative provider, for example the Australian Public Service Commission Career Transition and Support Centre;
- (d) whether voluntary retrenchment might be appropriate; and
- (e) the timing for any possible termination.

263 Where 10 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 trade union that represents the industrial interests of the employees and of which an employee is a member, of the following:

DPS Union Collective Agreement 2008-2011

- (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.

264 Each employee representative (relevant union official or delegate or any other person(s), including a DPS employee, relative or friend whom the employee requests)/trade union notified pursuant to clauses 262 and 263 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.

265 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.

266 Discussions pursuant to clause 262 or 264 will progress for no longer than one month. The Secretary will identify any employee who is excess to DPS requirements after these discussions and may immediately advise that employee in writing that he or she is excess.

267 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.

268 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

269 Where the Secretary invites a potentially excess employee to accept voluntary retrenchment, the employee will have one month in which to accept the offer in writing. Where the offer is accepted the Secretary will not give notice of termination under section 29 of the *Parliamentary Service Act 1999* before the end of that period without the agreement of the employee.

270 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.

271 The Secretary may extend the period for an employee to accept the offer if the information in clause 270 cannot be provided within that month.

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

Period of notice

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

Severance benefit

274 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.

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

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

whichever is the greater.

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

277 Service for severance pay purposes means:

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

278 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.

279 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 281.

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

281 An employee who elects voluntary retrenchment whose employment is terminated under section 29 of the *Parliamentary Service Act 1999* on the grounds that they are excess to requirements is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service. The minimum sum payable under this clause will be four weeks salary and the maximum will be 48 weeks salary.

Calculation of salary for severance benefit and retention payment

282 For the purpose of calculating any payment under clause 281, or any retention payment under clause 286 or 287 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.

Retention periods

283 Unless the employee agrees, an excess employee will not be involuntarily terminated under section 29 of the *Parliamentary Service Act 1999* until the following retention periods 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.

284 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 266; or
- (b) one month after the day on which the Secretary invites the employee to accept voluntary retrenchment under clause 269.

285 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.

286 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.

287 Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may, with the agreement of the employee, terminate their employment under section 29 of the *Parliamentary Service Act 1999* and pay out the balance of the salary for the retention period as a lump sum.

Involuntary retirement

288 Subject to clause 268, the Secretary may terminate, involuntarily, an excess employee under section 29 of the *Parliamentary Service Act 1999* at the end of the retention period. An excess employee will not be terminated involuntarily under section 29 of the *Parliamentary Service Act 1999* if the employee has not been invited to accept an offer of voluntary retrenchment, or has elected to be retrenched but the Secretary has refused to approve the retrenchment.

289 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.

Resignation

290 Resignations must be given in writing and will give at least one week's notice for employees with 12 months service with DPS or less, and two weeks' notice for all other employees. Resignations can only take effect at the close of business on a working day.

291 Resignations can be withdrawn at any time during the notice period and must be done so in writing to the relevant supervisor.

Part 6—Workgroup-specific arrangements

292 This part of the Agreement provides for terms and conditions that are specific to particular workgroups. Where there is a conflict between provisions in this part and the rest of the Agreement, this part will prevail unless otherwise stated.

Visitor Services

Annualising shift penalties

293 Part-time employees who work shift work, and who undertake PSL 2 duties in the Guide Service, will not be paid shift penalties, but instead will have an amount of \$7,264 per annum added to their annual salary.

294 The amount in clause 293 has been calculated based on shifts of 4 hours and 20 minutes on rosters where PSL 2 employees in the Guide Service work 35 Saturdays and Sundays, and an average of nine public holidays, per year. A total of 33 of the Saturdays and Sundays have been calculated at full penalties, and two at half penalties.

295 Employees who work shift work, and who undertake PSL 3 duties in the Guide Service, will not be paid shift penalties, but instead will have an amount of \$7,705 per annum added to their relevant annual salary.

296 The amount in clause 295 has been calculated based on shifts of 7 hours and 30 minutes on rosters where PSL 3 employees in the Guide Service work 17.333 Saturdays and Sundays, and an average of nine public holidays, per year. A total of 15.333 of the Saturdays and Sundays have been calculated at full penalties, and two at half penalties. Seven of the public holidays have been calculated at full penalties and two at 100%.

297 Should the number of days that are treated as public holidays be increased or decreased DPS will recalculate the above amounts.

298 The amounts in clauses 293 and 295 have been calculated based on rosters as at 1 July 2008. If the rosters are varied after 1 July 2008, a replacement amount will be calculated and discussed with the affected employees.

299 If the majority of the employees affected under clause 298 agree, the replacement amount will be paid instead of the amounts in clauses 293 and 295.

300 If no agreement can be reached, the annual amount paid as salary in compensation for shift penalties will cease being paid, and the provisions of clause 79 of this Agreement will apply from the date of effect of the new rosters.

301 The amounts shown in clauses 293 and 295 will be increased on the same basis as base salaries are increased over the life of this Agreement.

302 Payments made under clauses 293 and 295 will count as salary for superannuation purposes.

Additional annual leave

303 Subject to clause 109 employees who worked at least five months of the preceding 12 months on shift work, and who undertake PSL 2 or 3 duties in the Guide Service, will receive an additional five days annual leave on 1 January each year for working rostered Sunday duty. Employees whose total weekly hours differ within a rotating shift cycle will be granted an additional five days based on the average daily hours worked over the period of the shift cycle.

304 Employees with periods of service of less than five months, or leave for periods totalling more than seven months, will be granted a pro rata amount for each month worked.

Additional hours

305 Additional hours worked by part-time Guides that do not qualify as overtime will accrue as flex time. If the employee has accrued a flex credit equal to the maximum allowed under the workgroup's flexible hours arrangements, the additional hours will be paid at the normal hourly rate.

306 Where an employee attends work for training purposes, for each separate attendance of:

- (a) less than two hours, the attendance will be recorded as flex time, except where this would make the employee's flex credit greater than the maximum allowed under the workgroup's flexible hours arrangements. In this case, all the additional hours will be paid at the normal hourly rate;
- (b) two hours or more, the attendance will be paid at the normal hourly rate.

"Normal hourly rate" is calculated from the employee's annual salary excluding the amounts provided for in clauses 293, 295 and 309.

Overtime

307 Overtime paid to PSL 2 employees in the Guide Service will be based on their annual salary excluding the amounts provided for in clauses 293, 295 and 309.

Christmas Day

308 Employees covered by clauses 293 and 295 who are rostered off on Christmas day will be granted a day off in lieu.

Footwear allowance

309 PSL 2 and PSL 3 employees who work as guides in the Guide Service and are required to wear shoes as part of a uniform will be paid an amount of \$295 per annum. This will be paid on a pro rata basis each fortnight with the employee's pay.

310 When purchasing shoes as part of a uniform, employees will have regard to any OHS and style guidelines issued by DPS.

311 DPS reserves the right to provide shoes rather than make the payment provided for under clause 309.

Foreign language tours

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

The Parliament Shop

Annualising shift penalties

313 Employees who work shift work, and who undertake PSL 2 duties in the Parliament Shop, will not be paid shift penalties, but instead will have an amount of \$8,187 per annum added to their annual salary.

314 Employees who work shift work, and who undertake PSL 4 duties in the Parliament Shop, will not be paid shift penalties, but instead will have an amount of \$9,693 per annum added to their annual salary.

315 The amounts in clauses 313 and 314 have been calculated based on shifts of 7 hours and 30 minutes on rosters as at 1 July 2008 where employees work 28 Saturdays and Sundays per year. The amounts do not include a component for public holidays. This will be paid separately when they are worked. If the rosters are varied after 1 July 2008, a replacement amount will be calculated and discussed with the employees affected.

316 If the majority of the employees affected under clause 315 agree, the replacement amount will be paid instead of the amounts in clauses 313 and 314.

317 If no agreement can be reached, the annual amount paid as salary in compensation for shift penalties will cease being paid, and the provisions of clause 79 of this Agreement will apply from the date of effect of the new rosters.

318 The amounts shown in clauses 313 and 314 will be increased on the same basis as base salaries are increased over the life of this Agreement.

319 The amounts paid under clauses 313 and 314 will count as salary for superannuation purposes.

Additional annual leave

320 Subject to clause 109 employees who worked at least five months of the preceding 12 months on shift work, and who undertake PSL 2 or 4 duties in the Parliament Shop, will receive an additional five days annual leave on 1 January each year for working rostered Sunday duty. Employees whose total weekly hours differ within a rotating shift cycle will be granted an additional five days based on the average daily hours worked over the period of the shift cycle.

321 Employees with periods of service of less than five months, or leave for periods totalling more than seven months, will be granted a pro rata amount for each month worked.

Overtime

322 Overtime paid to PSL 2 and PSL 4 employees in the Parliament Shop will be based on their annual salary excluding the amounts provided for in clauses 313, 314 and 323.

Footwear allowance

323 PSL 2 and PSL 4 employees who work in the Parliament Shop who are required to wear shoes as part of a uniform will be paid an amount of \$295 per annum. This will be paid on a pro rata basis each fortnight with the employee's pay.

324 When purchasing shoes as part of a uniform, employees will have regard to any OHS and style guidelines issued by DPS.

325 DPS reserves the right to provide shoes rather than make the payment provided for under clause 323.

Stores and Distribution

Rostering

326 Stores and Distribution employees will work flexible working hours determined by the Secretary in consultation with employees. The flexible working hours will be based on standard hours being 7 hours 30 minutes per day, with additional hours only worked when required by the operations of the workgroup.

327 The flexible hours arrangements put in place under clause 326 will be reviewed by the Secretary in consultation with employees every 12 months to ensure that arrangements are meeting the operational arrangements of the workgroup and its clients.

Annual leave

328 Annual leave for employees employed in the Stores and Distribution workgroup is to be taken during periods when Parliament is not sitting. Consideration will be given to granting annual leave during sitting periods to meet emergency situations.

Electrical, Mechanical and Fabric Services

Broadbanding

329 The Electrical, Mechanical and Fabric Services workgroups have broadbanded the PSL 2 and PSL 3 classifications. The salary ranges are shown in Table 2 of Appendix A, and the advancement provisions are set out at clauses 209, 330 to 332.

330 Advancement within the ranges of a PSL 2/3 employee beyond \$48,652 pa (as adjusted by pay increases throughout the life of this Agreement) is subject to the occupant having had 100 hours training provided by DPS or a previous employer or approved post-trade studies.

331 Advancement of a PSL 2/3 employee beyond \$52,569 pa (as adjusted by pay increases throughout the life of this Agreement) shall be subject to the occupant having two years relevant experience and either holding a relevant post-trade certificate or having undertaken such training as agreed between the employee and DPS.

332 Advancement of a PSL 4 employee beyond \$56,253 (as adjusted by pay increases throughout the life of this Agreement) to maximum salary of PSL 4 shall be subject to a PSL 4 (Maintenance) employee holding a relevant advanced trade certificate or equivalent and DPS requiring the use of that qualification.

Flexible working arrangements

333 The flexible working arrangements in clauses 334 to 337 shall apply to employees employed in the Apprentice PSL 1, PSL 2/3 and PSL 4 classifications in the Electrical, Mechanical and Fabric Services including Maintenance Operation Help Desk employees, but cannot be applied to those employees employed in the Electrical, Mechanical and Fabric Administrative Support Units.

Hours of work

Span of hours

334 The agreed span of hours is 6.00am to 6.00pm, Monday to Friday.

Hours per week

335 The rostered hours of duty will be 37 hours and 30 minutes per week, 7 hours 30 minutes per day, worked over a cycle of five consecutive shifts in seven days. In order to be flexible and assist the workgroup meet short term capacity problems, employees agree that one of the two rostered days off at the end of the five consecutive shifts can be either saved or added to their flexible working hours credit and taken at an alternative time convenient to both the employee and the operational arrangements of the workgroup.

336 Taking into account health and safety requirements, the rostered hours of duty 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 and the needs of its clients and employees, subject to the following:

- (a) a maximum of 40per cent of the total rostered working hours per year may be required to be worked outside the agreed span of hours;
- (b) on days when Parliament sits, rostered work outside the hours 6.00am to 6.00pm will include a paid meal break;
- (c) a maximum of 10 Saturdays or Sundays may be required to be worked each financial year;
- (d) rostered 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 rosters without five days notice.

337 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.

Overtime

338 Overtime will be worked by and paid to employees in the Electrical, Mechanical and Fabric Services workgroups in accordance with clauses 81 to 85 of this Agreement, except that clause 81 will not apply and instead overtime is payable to employees who are classified at or below PSL 6:

- (a) when directed to perform duty not continuous with the rostered hours determined in accordance with clauses 335 and 336; 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 directed to work has a flexible hours credit equal to the maximum that is allowable under the relevant workgroup's flexible hours arrangements (this will not apply where an employee has saved credits to take time off within the next month—Directors 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.

Flexibility payment

339 From the date of operation of this Agreement, and subject to clause 214, employees who work pursuant to the flexible arrangements in clauses 333 to 338 will be paid at 1.1558 times the rate paid to an employee not covered by these arrangements.

340 The payments made in accordance with clause 339:

- (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.

Licence allowance

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

Plumbing Licence	—\$1,500 per annum
Electrical Licence	—\$1,500 per annum
Refrigeration Licence	—\$1,500 per annum

Landscape Services

Broadbanding

342 The Landscape Services workgroup has broadbanded the PSL 1 and PSL 2 classifications. The salary rates are shown in Table 2 of Appendix A.

343 A PSL 1/2 employee cannot advance beyond \$45,858 pa (as adjusted by pay increases throughout the life of this Agreement) unless he or she:

- (a) holds a trade qualification from a recognised educational institution;
and
- (b) has two years relevant experience.

344 The Secretary may approve a commencing salary of \$47,404 (as adjusted by pay increases throughout the life of this Agreement) for a PSL 1/2 employee who meets the requirements set out in clause 343.

Certain workgroups providing support to the Parliament and its committees

Evening duty

345 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:

- (a) employees whose duties include performing ordinary duty after 7.30pm will receive payment of an allowance of 4 per cent of salary to be paid fortnightly and count as salary for superannuation purposes. Those employees will become eligible for payment of this allowance upon their commencement in the relevant section and the allowance shall continue to be paid as a component of salary for the duration of the employee's engagement in that section, subject to their continued availability for evening duty;
- (b) the Secretary, in consultation with employees, will establish a schedule of employees' working hours to extend as far into the future as practicable;
- (c) employees will commit themselves to be available to work their scheduled hours;
- (d) directors will commit themselves to give as much notice as possible of any changes to that schedule, noting that changes may be caused by circumstances beyond the control of DPS;
- (e) where there is short notice of changes to the schedule, both employees and directors will explore if there are any arrangements which would minimise disruption;
- (f) in the case of part-day leave absences, the sum of leave taken and hours worked will be 7 hours and 30 minutes;
- (g) nothing in this clause will limit the application of the overtime provisions contained elsewhere in this Agreement.

346 If an employee is covered by clause 345 and their scheduled working 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 scheduled hours.

347 Those Editors and Senior Editors who have previously elected to accrue an additional two weeks leave in lieu of the annual allowance of 4 per cent will be entitled to exercise that option for the life of this Agreement.

Hansard—Broadbanding

348 Hansard workgroup has broadbanded the PSL 5 and PSL 6 classifications undertaking editing work. The salary ranges are shown in Table 2 of Appendix A.

349 The broadband was established in accordance with clause 211 and the submission signed by the Acting Secretary on 16 April 2008. This submission provides the advancement provisions for employees within the broadband.

Travel in support of parliamentary committees

350 Travel on departmental business should, wherever possible, be undertaken during normal business hours.

351 If a Parliamentary Service Level employee is required to undertake travel away from Parliament House in order to provide direct support to parliamentary committees and that travel is undertaken outside of the employee's ordinary hours of duty, he/she will accrue flextime for the period of travel.

352 The rate of accrual for time spent in transit will be:

- (a) on an hour-for-hour basis Monday to Saturday; and
- (b) on a two-for-one basis on Sundays; and
- (c) on a two-for-one basis for Public Holidays observed in accordance with clauses 166 and 167.

353 For the purposes of calculating the accrual of flextime the times recognised for travelling allowance purposes will be applied.

354 If an employee has a flextime credit of or in excess of 75 hours and is travelling in support of parliamentary committees, such travel time may continue to be accrued as flextime.

355 The time taken to set up necessary equipment and pack up that equipment will count as duty.

The Parliamentary Library

356 Employees who work on a continuing basis on a Saturday shall be entitled to the same number of public holidays, or alternative days, in a calendar year as those employees working Monday to Friday.

357 Employees who work on a continuing basis on a Saturday shall be able to nominate either a substitute day or flextime credit (on a one-for-one basis) for any public holiday missed. The employee's choice should be indicated at least six weeks prior to the public holiday.

358 Where an employee requests to work on a continuing basis on a Saturday the Secretary may approve the arrangement subject to it meeting operational arrangements. Any hours worked on this basis shall be treated as ordinary hours and shall not attract overtime.

359 Where an employee is directed to perform duty on a day that does not form part of their agreed working pattern, the relevant weekend overtime rate will apply.

360 Where an employee is required to work on a continuing basis on a Saturday the employee shall be paid a loading of 40 per cent of salary for the standard hours of work scheduled to be performed on each weekend. Such employees shall have access to flextime provisions. Should the employee be granted leave over scheduled weekend hours, the loading shall be included as payment for any such leave. Unless other arrangements are agreed to by an employee working on a Saturday the substitute weekend break for that employee shall be two consecutive days. (Note: It is not the intention for DPS to extend client services to Saturdays). This loading will be treated as a penalty payment for superannuation purposes.

361 Clause 360 applies to employees agreeing to work on a Saturday and to those employees undertaking duties that were advertised as requiring Saturday work. (Note: No existing DPS employee will be required to work on a Saturday unless they elect to do so or apply for an employment opportunity that requires such work).

362 Where the parties to this Agreement agree that a formal roster arrangement should operate in relation to Saturday work currently undertaken in the Parliamentary Library, employees participating in that roster will either receive the penalty payments identified in clause 79 or be paid a percentage of their base salary in lieu of claiming penalty payments. This payment will be calculated as an annual amount and paid on a fortnightly basis.

Opening hours

363 The Parliamentary Library will generally be open from 8.30am to 5.00pm, but on sitting days will remain open until 8.00pm.

Broadbanding

364 The Parliamentary Library workgroup has broadbanded the PSL 4 and PSL 5 classifications in the Research Branch. The salary ranges are shown in Table 2 of Appendix A.

365 The broadband was established in accordance with clause 211 and the submission signed by the Secretary on 13 May 2007. This submission provides the advancement provisions for employees within the broadband.

Parliamentary Security Service

Consultation arrangements

366 Clause 36 provides for the continuation of the PSS Workplace Consultative Committee (**WCC**).

367 Consultation with employee representatives will be facilitated by regular monthly meetings of the WCC, or as agreed by DPS and PSS employee representatives.

368 Such meetings may deal with, but not be limited to:

- (a) operational matters;
- (b) matters relating to rosters, rostering and shift cycles;
- (c) matters relating to uniforms;
- (d) dispute settlement; and
- (e) other matters raised by employees or management.

369 The numbers and method of selection of PSS staff representative members of the WCC will be by agreement between the parties to this Agreement.

Voluntary productivity by employees

370 DPS recognises and appreciates that employees provide periods of their own time voluntarily to assist in the maintenance of the security of Parliament House, including but not limited to returning equipment and paperwork at the end of a shift and reading work emails in their meal breaks. These practices are recognised as a measure of productivity.

Essential qualifications

371 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.

372 DPS will provide periodic refresher training to assist employees in maintaining employment competencies that are not regularly used. As a minimum, this will include:

- (a) first aid training for all PSS employees; and
- (b) defensive tactics for all PSS employees excluding PSOR employees.

373 Where a PSS employee is, in the long term, unable to maintain competence in an area related to their employment, DPS may exercise re-deployment options.

Time off in lieu

374 Clause 375 prevails over clauses 55 to 66.

375 Employees can elect to take time off in lieu (**TOIL**) of payments for overtime subject to:

- (a) the period of time off will be calculated at the appropriate overtime rate;
- (b) the maximum TOIL that can be accrued by an employee is 75 hours;
- (c) the provisions in clauses 351 to 354 shall be interpreted to mean TOIL if those clauses are used by PSS employees;
- (d) unused TOIL at the end of each winter (31 July) and summer (31 January) parliamentary recess will be paid out at the appropriate hourly rate;
- (e) TOIL is to be taken at a time agreed by the supervisor and employee; and
- (f) any other administrative procedures for TOIL are to be kept in a consolidated administrative procedures manual (or similar) in a location/s that all staff may easily access.

Night Shift Premium

376 Any employee whose regular hours are rostered wholly between the hours 10:30pm to 7:30am, Monday to Friday shall be paid \$5 per hour in addition to any other penalty or payment that they may be entitled to for that shift. This payment shall be made for regular hours worked only. This payment shall be known as the Night Shift Premium (**NSP**).

377 The NSP will be paid for the first 12 months from the date of commencement of this Agreement. Payment of the NSP beyond this period will depend on:

- (a) the outcome of the review of absenteeism mentioned in Part 2 of this Agreement;
- (b) the outcomes of subsequent reviews on an annual basis; and
- (c) the achievement of a significant reduction in the level of unplanned absences occurring on night shifts falling between Monday and Friday.

378 For the purposes of clauses 377(a) and (b) absenteeism reviews will include participation by PSS management and PSS employees and their unions as agreed jointly by the WCC. These reviews will also specifically consider previous outcomes and reductions in absenteeism on night shifts since the introduction of the NSP in 2006.

379 For the purposes of clause 377(c), the quantum of the significant reduction in the level of unplanned absences will be agreed within three months of the commencement of this Agreement, and will be determined by DPS in consultation with the WCC.

380 Pursuant to clause 377, payment of the NSP will continue until the outcomes of any review process set out in clauses 377 and 378 have been

determined. If the review determines that the NSP has made a significant impact on unplanned night shift absences then it will be retained for the remainder of this Agreement.

381 If the review referred to in clause 377 determines that the NSP be discontinued, then it will cease to be paid from the first full pay period on or after the decision is ratified by the Secretary.

Rosters and shift cycles

382 The Secretary will determine shift work arrangements in consultation with employees.

383 The application of the provisions covering shift work for PSS employees will operate in accordance with the following principles:

- (a) DPS will provide a flexible shift working environment, where required, to meet operational arrangements and to accommodate employee preferences to achieve a healthy work-life balance;
- (b) shift working arrangements may be varied to meet the needs of a particular workplace. Such changes will be developed in consultation with affected employees through the WCC consultative process;
- (c) variations to shift working arrangements may also be implemented on an individual basis providing that management and the employee enter into a genuine and free agreement in relation to working patterns;
- (d) employees will work 37 hours 30 minutes ordinary hours over the weekly roster cycle;
- (e) the period of ordinary hours of duty will not exceed 7 hours 30 minutes within a 24 hour cycle, and unless employees agree, they will not be required to work more than sixteen consecutive hours inclusive of overtime.
- (f) employees share a mutual responsibility with DPS management to work within the notional 16 hours limit;
- (g) unless an employee agrees, there will be no requirement to work more than eight consecutive 7 hours 30 minutes night shifts;
- (h) the parties to this Agreement recognise that rosters are an integral part of managing shift cycles as well as determining levels of remuneration for PSS employees. The start and finish times of rosters will not be varied for the sole purpose of reducing shift penalty payments, nor to prevent the payment of the Night Shift Premium;
- (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; and

- (j) 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:
 - (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.

384 The Secretary may require employees to work their ordinary hours of duty outside the hours of 6.30am and 6.00pm Monday to Friday. Where this is the case the supervisor should 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.

385 Any employee who performs ordinary duty any part of which falls between the hours of 6.00pm and 6.30am Monday to Friday shall be entitled to payment of the following shift penalties:

- (a) 15% of salary for each shift in which any part of duty is performed between the hours of 6.00pm and 6.30am Monday to Friday;
- (b) 50% of salary for all rostered ordinary time duty performed on a Saturday;
- (c) 100% of salary for all rostered ordinary time duty performed on a Sunday or for employees rostered off duty on a public holiday; and
- (d) 150% of salary for all rostered ordinary time duty performed on a public holiday.

386 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 30per cent penalty shall apply.

387 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.

388 Subject to clause 389, in the absence of consent or seven days 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 days notice of change to shift.

389 Clause 388 shall not apply in cases where it is not possible to give seven days notice because of the sickness or unscheduled absence of another employee for any reason, or for an unscheduled public hearing or function.

390 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.

391 An employee who is surplus to requirements on any shift may be redeployed at managerial discretion to a shift outside the original rostered hours of duty with 24 hours notice.

392 Employees will be able to exchange shifts or rostered days off, provided that they have the consent of the Secretary, that the exchange of shift is cost neutral to DPS, and that the minimum break provisions apply.

393 Any proposal for a new shift roster or arrangement of shift cycles will only be implemented following a consultation process with the WCC. DPS will give PSS employees 28 days notice of a change of this nature.

394 Except at the regular changeover of shifts, employees should not be rostered to work more than one shift in each 24 hours.

395 Payment for participating in shift work arrangements will be made in accordance with clauses 385 and 386 of this Agreement.

Absences for part of a shift

396 Clause 112 shall not apply. Where an employee is absent for part of a shift, the period of leave will be for the actual amount of the absence.

Higher Duties Allowance

397 Higher Duties Allowance will be paid to an employee who performs all 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

398 Employees, other than those working in the Parliamentary Security Operations Room, will be paid a Footwear Allowance of \$295 per annum to purchase shoes as part of their uniform. This will be paid on the first pay day after 1 March each year.

399 When purchasing shoes as part of a uniform, employees will have regard to any OHS and style guidelines issued by DPS.

400 DPS reserves the right to provide shoes rather than make the payment provided for under clause 398.

Protective clothing, uniforms and dry cleaning

401 DPS will provide and maintain protective clothing and uniforms for all PSS employees, except for those employed in the PSOR.

402 DPS will provide and manage a dry cleaning service for uniforms, excluding shirts which will remain the responsibility of employees.

403 DPS's objective is to provide a complete issue of uniform prior to the commencement of the employee's first shift.

Loading Dock Screening Allowance

404 Employees who:

- (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

shall be paid an hourly allowance of \$0.80 (\$30.00 per week), to be paid fortnightly and to count as salary for superannuation and all other purposes.

Overtime

405 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) for overtime that is continuous with normal rostered duty, payment will be made for time actually worked;
- (b) for overtime which is not continuous with ordinary hours, a minimum of four hours overtime will be paid;
- (c) short notice overtime will include time necessarily spent in travelling to and from duty and the minimum payment will be four hours; and
- (d) the overtime rate for short notice overtime will be double time.

406 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.

407 An employee who works overtime between two periods of ordinary duty shall have a minimum break of at least nine hours before return to duty. Where the employee is directed to return to duty without having a nine hour break, the employee will be paid at double time rates until such time as the employee has had a nine hour break.

Sessional part-time

408 PSS employees engaged as sessional part-time employees are required to work an agreed number of days per year. The minimum days required will be actual sitting days.

409 Hours worked on sitting days will be in accordance with the master roster with the minimum shift of four hours per shift to be applied. Payment for these days shall be:

- (a) single time for the first 7 hours 30 minutes per day, thereafter at the overtime rate;

- (b) single time for the first 37 hours 30 minutes, thereafter at the overtime rate.

410 Sessional part-time employees who are requested to work days other than their specified days, and are given less than eight hours notice for working on those days, will be paid at the overtime rate as provided by sub-clauses 405 (c) and (d).

Overtime Meal Allowance

411 Where an employee is directed to work overtime, and the overtime period exceeds three hours (excluding meal breaks) the employee will be paid a meal allowance of \$19.84. This rate will be adjusted on 1 July each year by the Australian Bureau of Statistics All Group Index for Canberra for the quarter ending 30 June.

412 An additional meal allowance will be paid after each additional period of five hours overtime duty.

Annual leave—penalties

413 Shift workers, while on annual leave, will be paid 50% of all penalties that they otherwise would have received had they remained on duty.

Meal breaks

414 Subject to clause 62 and any unforeseen operational arrangements, meal breaks on any roster or sub-roster shall be no less than 39 minutes.

Acting in the PSOR

415 Any employee who is acting in a position in the PSOR and is substantively a uniform employee shall remain entitled to all provisions in this Agreement, regardless of the provisions that exclude PSOR employees.

Performance Management Scheme

Performance assessment guidance

416 To underpin consistency in performance assessment, guidance will be provided before each assessment round through a workshop involving the PSS WCC and supervisor representatives.

Appendix A

Table 1—Rates of pay

Classification	Step	Salary at July 2007	Salary at date of operation—5% increase	Salary at July 2009—4.6% increase	Salary at July 2010—4.2% increase
PSL 1 DPS	Min	\$37,967	\$39,865	\$41,699	\$43,451
PSL 1 DPS	Max	\$44,219	\$46,430	\$48,566	\$50,605
PSL 2 DPS	Min*	\$44,320	\$47,359	\$49,538	\$51,618
PSL 2 DPS	Max	\$48,421	\$50,842	\$53,181	\$55,414
PSL 3 DPS	Min	\$49,498	\$51,973	\$54,364	\$56,647
PSL 3 DPS	Max	\$51,725	\$54,311	\$56,810	\$59,196
PSL 4 DPS	Min*	\$52,365	\$55,397	\$57,945	\$60,379
PSL 4 DPS	Max	\$57,329	\$60,195	\$62,964	\$65,609
PSL 5 DPS	Min*	\$58,304	\$61,399	\$64,223	\$66,921
PSL 5 DPS	Max	\$62,734	\$65,871	\$68,901	\$71,795
PSL 6 DPS	Min	\$63,148	\$67,188	\$70,279	\$73,230
PSL 6 DPS	Max	\$71,918	\$75,514	\$78,988	\$82,305
PEL 1 DPS	Min	\$77,869	\$81,762	\$85,524	\$89,116
PEL 1 DPS	Max	\$88,907	\$93,352	\$97,647	\$101,748
PEL 2 DPS	Min*	\$89,591	\$95,219	\$99,599	\$103,782
PEL 2 DPS	Max	\$105,420	\$110,691	\$115,783	\$120,646
PEL 2 DPS	Barrier		\$112,905	\$118,099	\$123,059

*** Salaries adjusted to reflect a minimum difference of 2 per cent between classification levels**

Table 2—Broadbanded classifications and pay range

Classification	Step	Salary at July 2007	Salary at date of operation—5% increase	Salary at July 2009—4.6% increase	Salary at July 2010—4.2% increase
Landscape Services (PSL 1/2)					
PSL 1	min	\$41,684	\$43,768	\$45,782	\$47,704
PSL 1	Max (i)	\$43,674	\$45,858	\$47,967	\$49,982
PSL 2	min	\$45,147	\$47,404	\$49,585	\$51,668
PSL 2	max	\$48,421	\$50,842	\$53,181	\$55,414
Parliamentary Security Service (PSL 1/2)					
PSL 1	min	\$41,684	\$43,768	\$45,782	\$47,704
PSL 1	max	\$43,674	\$45,858	\$47,967	\$49,982
PSL 2	min	\$45,147	\$47,404	\$49,585	\$51,668
PSL 2	max	\$48,421	\$50,842	\$53,181	\$55,414
Electrical, Mechanical and Fabric Services (PSL 2/3)					
PSL 2	min	\$45,147	\$47,404	\$49,585	\$51,668
PSL 2	Max (ii)	\$46,335	\$48,652	\$50,890	\$53,027
PSL 3	Min (iii)	\$50,066	\$52,569	\$54,987	\$57,297
PSL 3	max	\$51,725	\$54,311	\$56,810	\$59,196
Research Branch (PSL 4/5) (iv)					
PSL 4 DPS	min	\$52,365	\$55,397	\$57,945	\$60,379
PSL 4 DPS	max	\$57,329	\$60,195	\$62,964	\$65,609
PSL 5 DPS	min	\$58,304	\$61,399	\$64,223	\$66,921
PSL 5 DPS	max	\$62,734	\$65,871	\$68,901	\$71,795
Content Management Branch—Hansard Editors (PSL 5/6) (v)					
PSL 5 DPS	min	\$58,304	\$61,399	\$64,223	\$66,921
PSL 5 DPS	max	\$62,734	\$65,871	\$68,901	\$71,795
PSL 6 DPS	min	\$63,148	\$67,188	\$70,279	\$73,230
PSL 6 DPS	max	\$71,918	\$75,514	\$78,988	\$82,305

(i) Refer to clause 343 for advancement provisions

(ii) Refer to clause 330 for advancement provisions

(iii) Refer to clause 331 for advancement provisions

(iv) Refer to clause 365 for advancement provisions

(v) Refer to clause 349 for advancement provisions

DPS Union Collective Agreement 2008-2011

Table 3—Apprentices

Clause reference	Salary at date of operation— 5% increase	Salary at July 2009— 4.6% increase	Salary at July 2010— 4.2% increase
226(a)	\$45,858	\$47,967	\$49,982
226(b)	\$48,652	\$50,890	\$53,027
228(a)	\$47,404	\$49,585	\$51,668
228(b)	\$48,652	\$50,890	\$53,027
229	\$43,768	\$45,782	\$47,704
232 (PSL 1/2)	\$45,858	\$47,967	\$49,982
232 (PSL 2/3)	\$48,652	\$50,890	\$53,027

Discretionary leave

1 The following is an indicative list of circumstances in which the Secretary may, pursuant to clause 155 of this Agreement, grant discretionary leave:

- (a) attending to cultural or religious obligations, including observance of religious holidays that are not formally designated as Public Holidays in this Agreement;
- (b) accompanying a partner on a temporary posting overseas;
- (c) campaigning for election;
- (d) appearing as a witness in legal proceedings;
- (e) providing parental care for newborn or adopted child;
- (f) employee or employee representative preparing for or attending industrial proceedings where it is not covered by clause 31;
- (g) holding office in a non-government or voluntary welfare sector organisation, providing the employee has been employed in the APS or the Australian Parliamentary Service for a continuous period of four years, with at least two years in DPS;
- (h) undertaking full-time study;
- (i) performing duty as members of Defence Reserve or Emergency Services;
- (j) performing jury service;
- (k) where the employee's house or home contents have been destroyed or damaged;
- (l) participating at elite sporting events;
- (m) where the employee requires additional personal leave;
- (n) donating blood.

2 The Secretary may approve discretionary leave for other purposes.

Reimbursement in relation to relocation assistance

1 The following is an indicative list of items which the Secretary may, pursuant to clause 198, consider for reimbursement:

- (a) conveyance of the employee and their family (including pets) to Canberra;
- (b) loss or damage in the relocation that is not covered by insurance;
- (c) removal of furniture and household effects, including any short-term storage;
- (d) short-term accommodation while looking for suitable longer-term accommodation;
- (e) costs associated with the sale of the employee's former home and the purchase of a home in Canberra;
- (f) additional education related expenses associated with the move; and/or
- (g) connection of utilities.

Considerations for engagement and promotion of employees above the minimum of the relevant salary range

1 The following is an indicative list of items which the Secretary may, pursuant to clause 206, consider for engagement at a salary above the minimum for the classification:

- (a) The minimum salary the applicant is prepared to accept.
- (b) Difficulties experienced in filling the position.
- (c) Market rates, including the present remuneration of the applicant.
- (d) The experience and knowledge of the applicant.
- (e) Performance during periods of any temporary assignment of duties.
- (f) The relative experience and knowledge of the applicant compared to the experience and knowledge of other employees performing similar work.
- (g) Any other matter the Secretary considers appropriate.

DPS Traineeships System

Objective of a DPS Traineeship

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.

Effect on existing employees

2 Trainees shall not displace existing employees from employment.

Training conditions

3 A DPS trainee shall attend approved on and off-the-job training courses or programs prescribed in the relevant training agreement (the **agreement**).

4 DPS shall 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 agreement.

5 DPS shall provide a level of supervision in accordance with the relevant industry codes.

6 The parties to this Agreement agree that the traineeship will be monitored by DPS and an appropriate authority.

Employment conditions

7 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.

8 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 agreement.

9 Where the employment of a DPS trainee is re-engaged by DPS after the completion of their traineeship, the period of the traineeship shall count as service for the purpose of this agreement and long service leave entitlements.

10 DPS does not envisage that trainees will be required to work overtime or shift work. However, if DPS should require trainees to work overtime and shift work the relevant penalties and allowances of this agreement, based on the trainee wage, will apply.

Calculation of salary rate

11 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. That rate from Appendix A will have the appropriate percentage applied to it from the table below. The rate paid will be 75% of that amount.

Column 1**Column 2**

Education level completed by trainee

% of bottom of salary range of relevant classification

Year 10

60%

Year 11

70%

Year 12

81%

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

Supported salary payments for employees with a disability

1 This appendix defines the conditions that apply to employees who, because of the effects of a disability, are eligible for a supported wage. In this appendix, the following definitions shall apply:

- (a) "Supported Wage System" means the Commonwealth system to promote employment for people who cannot work at a full salary because of a disability.
- (b) "Accredited assessor" means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the [*Social Security Act 1991*](#).
- (d) "Assessment instrument" means the form 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.

2 Employees covered by this clause are those who:

- (a) are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity; and
- (b) meet the impairment criteria test for a Disability Support Pension.

3 This clause shall not apply to any existing employee who has a claim against DPS or the Commonwealth that is subject to the provisions of Worker's Compensation legislation.

4 Supported wage rates: Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<u>Assessed Capacity</u>	<u>% of prescribed agreement rate</u>
10%	10%
20%	20%
30%	30%
40%	40%
<u>Assessed Capacity</u>	<u>% of prescribed agreement rate</u>
50%	50%

60%	60%
70%	70%
80%	80%
90%	90%

However the minimum amount payable shall be \$70 per week.

5 A person will receive assistance and support commensurate with his or her assessed capacity.

6 For the purpose of establishing the percentage of salary to be paid to an employee, the productive capacity of the employee shall be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either the Secretary or an accredited assessor from a panel agreed by the Secretary and the employee.

7 All assessment instruments under this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the Secretary with the Registrar of the Australian Industrial Relations Commission.

8 All assessment instruments shall be agreed and signed by the parties to the assessment and shall take effect unless an objection is notified to the Registrar within 10 working days.

9 The assessment of the applicable percentage should be reviewed every two years or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

10 Where an assessment has been made, the applicable percentage shall apply only to the employee's salary. Employees shall otherwise be entitled to the same terms and conditions of employment as all other employees covered by this Agreement.

11 DPS shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

12 In order for an adequate assessment of the employee's capacity to be made, an employee may be employed under the provisions of this clause for a trial period not exceeding 12 weeks. During the trial period, an assessment of capacity shall be undertaken and the proposed wage rate for further employment shall be determined.

13 The minimum amount payable to the employee during the trial period shall be \$70 per week.

Procedures for managing underperformance

1 After a reasonable period of counselling and coaching, an employee whose performance is considered to be unsatisfactory will be issued with a formal warning. The formal warning will:

- (a) set out details of the required standards for the duties the employee has been assigned and how the employee has failed to meet those standards;
- (b) advise a period during which the employee's performance will be monitored and reviewed by a person nominated by the Secretary; and
- (c) detail the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.

2 The person nominated by the Secretary will then conduct a fair and impartial assessment of the employee's work performance over the advised period of time (this should normally be not less than one month and not longer than three months). The employee will be provided with feedback on his or her performance during this period of time.

3 At the end of the assessment period, if the employee's work performance is assessed as meeting the required standard, the assessor will report this finding to the Secretary. If the Secretary agrees with the finding, the employee will be advised of this and no further action need be taken under these procedures.

4 If the employee is assessed as having not met the required standard, the assessor will report this finding to the Secretary. The Secretary will advise the employee of the finding and of the action that he or she proposes to take, which may include one or more of the following:

- (a) termination of employment;
- (b) reduction in classification;
- (c) reassignment of duties;
- (d) other appropriate action.

5 The employee will be given seven days from receipt of the advice to respond to the findings and the action proposed by the Secretary.

6 The Secretary, having taken into account the assessor's findings and the employee's response, will advise the employee in writing of his or her decision and the action to be taken.

7 An employee can be represented by a person of their choice at any stage of this procedure.

Previous Agreements and awards

- 1 Department of Parliamentary Services Certified Agreement 2005-2008;
- 2 Joint House Department Certified Agreement 2002-2005 (and earlier certified agreements);
- 3 Department of the Parliamentary Library Certified Agreement 2002-2005 (and earlier certified agreements);
- 4 Department of the Parliamentary Reporting Staff Certified Agreement 2003-2005 (and earlier certified agreements);
- 5 Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96;
- 6 APS Home Based Work Interim Award 1994;
- 7 Parliamentary Departments Staff Award 1998;
- 8 National Training Wage Award 1994;
- 9 Department of Parliamentary Services (Parliamentary Security Service) Certified Agreement 2006-2008; and
- 10 Joint House Department (Parliamentary Security Service) Certified Agreement 2003-2005.

***Signatories to the Department of Parliamentary Services Union
Collective Agreement 2008-2011***
Employer

Department of Parliamentary Services

Signature: _____

Date:

Name: Alan Thompson

Authority: Secretary, Department of Parliamentary Services

Address: Parliament House, PO Box 6000, CANBERRA ACT 2600

Employee Organisation

**Automotive, Food, Metals, Engineering, Printing and Kindred Industries
Union**

Signature: _____

Date:

Name: Paul Bastian

Authority: State Secretary

Address: Level 2, 133 Parramatta Road, GRANVILLE NSW 2142

Employer

Department of Parliamentary Services

Signature: _____

Date:

Name: Alan Thompson

Authority: Secretary, Department of Parliamentary Services

Address: Parliament House, PO Box 6000, CANBERRA ACT 2600

Employee Organisation

**Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union**

Signature: _____

Date:

Name: Bernie Riordan

Authority: Secretary

Address: Level 5, 370 Pitt Street, SYDNEY NSW 2000

Employer

Department of Parliamentary Services

Signature: _____

Date:

Name: Alan Thompson

Authority: Secretary, Department of Parliamentary Services

Address: Parliament House, PO Box 6000, CANBERRA ACT 2600

Employee Organisation

Community and Public Sector Union

Signature: _____

Date:

Name: Nadine Flood

Authority: Deputy Secretary, Community and Public Sector Union

Address: Level 1, 40 Brisbane Avenue, BARTON ACT 2600

Employer

Department of Parliamentary Services

Signature: _____

Date:

Name: Alan Thompson

Authority: Secretary, Department of Parliamentary Services

Address: Parliament House, PO Box 6000, CANBERRA ACT 2600

Employee Organisation

Construction, Forestry, Mining and Energy Union

Signature: _____

Date:

Name: Sarah Schoonwater

Authority: Secretary, Construction, Forestry, Mining and Energy Union, ACT Branch

Address: 2 Badham Street, DICKSON ACT 2602

Employer

Department of Parliamentary Services

Signature: _____

Date:

Name: Alan Thompson

Authority: Secretary, Department of Parliamentary Services

Address: Parliament House, PO Box 6000, CANBERRA ACT 2600

Employee Organisation

Media, Entertainment and Arts Alliance

Signature: _____

Date:

Name: Michael White

Authority: ACT Branch Secretary, Media, Entertainment and Arts Alliance

Address: PO Box 6065, KINGSTON ACT 2604

Employer

Department of Parliamentary Services

Signature: _____

Date:

Name: Alan Thompson

Authority: Secretary, Department of Parliamentary Services

Address: Parliament House, PO Box 6000, CANBERRA ACT 2600

Employee organisation

National Union of Workers

Signature: _____

Date:

Name: Doug Stevens

Authority: Branch Secretary

Address: 552 Victoria Street, NORTH MELBOURNE VIC 3051