



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Office of the Commonwealth Director of Public Prosecutions**  
(AG2011/14280)

### **OFFICE OF THE COMMONWEALTH DIRECTOR OF PUBLIC PROSECUTIONS (CDPP) ENTERPRISE AGREEMENT 2011-2014**

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 14 DECEMBER 2011

*Application for approval of the Office of the Commonwealth Director of Public Prosecutions (CDPP) Enterprise Agreement 2011-2014.*

[1] An application has been made for approval of an enterprise agreement known as the Office of the Commonwealth Director of Public Prosecutions (CDPP) Enterprise Agreement 2011-2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Office of the Commonwealth Director of Public Prosecutions. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The CPSU, the Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 December 2011. The nominal expiry date of the Agreement is 30 June 2014.



Printed by authority of the Commonwealth Government Printer

<Price code J, AE890177 PR517978>



Commonwealth  
Director of Public  
Prosecutions

**enterprise agreement  
2011-2014**

# Contents

PART A – Purpose and Objectives.....	5
1. Title .....	5
2. Purpose .....	5
3. Objectives.....	5
The Competency Framework.....	5
4. Dictionary.....	6
PART B – Recruiting and Retaining High Quality People .....	7
5. Recruitment.....	7
6. Workforce Planning .....	7
7. Classification Structure.....	7
Training Classifications .....	8
Advancement.....	8
8. Remuneration.....	8
Salary Increases .....	8
Salary on Commencement, Promotion or Movement .....	8
Salary on Reduction .....	9
Junior Rates .....	9
Rate of Salary – Non-ongoing employees .....	9
Supported Salary .....	9
Supported Wage Prescribed Rates.....	10
Superannuation .....	10
Payment of Salary .....	10
Temporary Assignment of Duties at a Higher Classification – Allowance .....	10
Workplace Responsibility Allowances .....	11
Motor Vehicle Allowance.....	11
Travelling Allowance .....	12
Remote Localities Assistance .....	13
School Holiday Childcare Program.....	13
Overtime .....	14
Overtime Meal Allowance .....	14
Practising Certificates and Professional Memberships.....	14
Salary Packaging.....	15
9. Flexible Working Arrangements .....	15

Pattern of Work .....	15
Hours of Duty .....	15
Notification .....	15
Flex-time .....	15
Working Flexibly .....	16
Part-time Employment .....	17
Requests for Flexible Working Arrangements.....	18
Individual Flexibility Arrangement .....	18
10. Leave Provisions .....	20
Recreation Leave .....	20
Personal Leave.....	21
Compassionate & Bereavement Leave .....	23
Long Service Leave .....	23
Parental Leave.....	24
Unpaid Parental Leave.....	24
Foster Care .....	25
Supporting Partner – Paid Parental Leave.....	25
Return to work after Parental Leave.....	25
Elder and Disabled Care Leave .....	25
Discretionary Leave.....	25
Cultural and Ceremonial Leave.....	26
Christmas Closure .....	26
Public Holidays .....	26
Defence Reservists’ Leave .....	27
War Service Sick Leave.....	27
Community Service Leave .....	28
Portability of Accrued Entitlements.....	29
Recognition of Prior Service .....	29
PART C – Managing People Effectively & Professionally.....	29
11. Promoting Workplace Diversity.....	29
12. Behaviour and Conduct.....	29
13. Access to Review of Employment Actions .....	30
14. Managing Performance .....	30
15. Managing Excess Employees.....	30
16. Unauthorised Absence .....	30

17. Abandonment of Employment .....	30
PART D – Developing Skilled People .....	31
18. Developing Skilled People.....	31
Leadership and Management Training.....	31
Advocacy Programme.....	31
Continuing Legal Education (CLE) Programme.....	31
19. Career Development and Management.....	32
Job Rotation .....	32
On-the Job Training .....	32
Mentoring .....	32
20. Cultural Awareness.....	32
21. Studies Assistance.....	33
PART E – Providing a Safe, Secure & Healthy Workplace .....	34
22. Providing a Safe, Secure & Healthy Workplace.....	34
Occupational Health and Safety.....	34
Employee Health Initiative.....	34
Work/Life Balance .....	34
Employee Wellbeing Programme .....	34
Employee Assistance Programme .....	35
Elimination of Workplace Harassment .....	35
Loss, Damage and Indemnity.....	35
PART F - Application and Operation.....	35
23. Coverage .....	35
24. Duration .....	36
25. No Extra Claims .....	36
26. Relationship to other Awards and Legislation .....	36
27. Consultation .....	37
28. Procedures for Dealing with Disputes .....	38
29. Principles Relating to Workplace Delegates .....	39
30. Review of Decisions to Terminate Employment .....	40
31. Variation of Agreement.....	41
32. Delegations .....	41
33. Formal Making of the Agreement.....	42
Appendices.....	48
A1. Performance Management Scheme .....	48

Managing Underperformance .....	50
A2. Managing Excess Employees .....	51
Legislation .....	51
Procedures.....	51
Redeployment .....	54
Compulsory Termination .....	55
A3. Classification Structure, Salary Scales and Pay Increases.....	57

# PART A – Purpose and Objectives

## 1. Title

1.1. This Agreement shall be known as the Office of the Commonwealth Director of Public Prosecutions (CDPP) Enterprise Agreement 2011-2014.

## 2. Purpose

2.1. The purpose of this Agreement is to set the terms and conditions of employment for those CDPP employees it covers for its duration.

## 3. Objectives

3.1. The shared objectives of this Agreement are consistent with those articulated in the CDPP Strategic Priorities and reflect both the ethos and nature of the Office as an ethical, high quality and independent prosecution service for Australia, which includes criminal assets and confiscations. The objectives are also cognisant of public expectations that the Office operate professionally and achieve the highest standards in the conduct of cases and the treatment of people within, connected to or affected by the prosecution function.

3.2. The shared objectives of this Agreement are to:

- Conduct cases ethically and professionally by acknowledging, amongst other things, that the Office must be responsive to the needs of the Courts, its referring agencies, victims and other legal practitioners involved in the prosecution process and by recognising and respecting the Office's role as the model litigant and the values inherent in that role;
- Recruit, develop and retain high quality people by demonstrating an appreciation of their worth and the difficult jobs they do and providing fair remuneration, reasonable workplace flexibility and work/life balance within the context of a legal environment;
- Continuously review and improve the effectiveness of the Office; and
- Provide a safe, secure and healthy workplace.

## The Competency Framework

3.3. During the life of this Agreement the CDPP will continue to further develop and expand the Competency Framework in accordance with Section 27.

3.4. The framework presently sets out the competencies under the broad headings of Aptitude and Experience, Research and Advice, Working Relationships, Drive and Integrity and Communication. It is closely based on the Australian Public Service Commission's (APSC) Integrated Leadership System (ILS).

3.5. The fully developed framework will facilitate the Agreement's alignment with, and assist to deliver on the CDPP Strategic Priorities. It has already successfully formed the basis for recruitment and selection in the CDPP. It will provide a structural link between recruitment, performance management and learning and development functions, without changing the underlying intention of these as they currently exist.

3.6. There are many benefits to the CDPP and its employees to be gained by utilising a Competency Framework:

- The Framework creates a strong link to the Strategic Priorities and therefore organisational outcomes;
- The CDPP will be transparent, to both internal and external stakeholders, about the competencies, skills and behaviours it values in its staff;
- Individuals will be clear about how their skills and behaviours are expected to develop as they progress to more senior levels in the CDPP; and
- There will be greater consistency and clear linkages between recruitment, performance management and learning and development activities.

## 4. Dictionary

"**Agreement**" means the Office of the Commonwealth Director of Public Prosecutions Enterprise Agreement 2011-2014.

"**APS**" means the Australian Public Service.

"**CDPP**" or "Office" means the Office of the Commonwealth Director of Public Prosecutions.

"**Child**" of a person includes:

- someone who is a child of the person within the meaning the *Family Law Act 1975*; and
- an adopted child or step-child of the person.

Other family relationships are also to be determined on the basis that the child is a child of that person.

"**De facto Partner**" means:

- a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis without discrimination as to sexual preference; and
- includes a former de facto partner of the employee.

"**Director**" means the Commonwealth Director of Public Prosecutions.

"**DPP Act**" means the *Director of Public Prosecutions Act 1983*.

"**Employee**" means a person engaged under and within the meaning of the *Public Service Act 1999* or the *Director of Public Prosecutions Act 1983* (whether in a full-time or part-time capacity).

"**FWA**" means Fair Work Australia.

**"Immediate Family"** means:

- a spouse (including a former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- a person who has a strong traditional kinship or cultural affinity with the employee.

**"NES"** means the National Employment Standards as defined in the *Fair Work Act 2009*.

**"PS Act"** means the *Public Service Act 1999*.

**"Supervisor/Manager"** means the person responsible for a branch, section or a team within the CDPP.

**"Term"** has the same meaning as in the *Fair Work Act 2009*.

## **PART B – Recruiting and Retaining High Quality People**

### **5. Recruitment**

5.1. The CDPP aims to recruit and retain high quality people.

5.2. The CDPP has introduced a streamlined recruitment process utilising the Competency Framework and a simpler, more efficient recruitment model in terms of process and compliance issues and candidate communication.

5.3. The CDPP will continue to review and build on this model to ensure that it continues to facilitate alignment with our Strategic Priorities.

### **6. Workforce Planning**

6.1. The CDPP aims to always recruit and retain employees of the highest calibre.

6.2. The strategies employed will be integrated with the Competency Framework across its proposed key themes of recruitment and selection, learning and development and performance management.

### **7. Classification Structure**

7.1. APS classification levels and local job designations applying within the CDPP are contained in Appendix 3.

## **Training Classifications**

7.2. A Cadet APS must undertake a course of external training as determined by the Director or his Delegate. Where a Cadet APS participates in the Indigenous Cadetship Support Program their salary is determined by the reimbursement available under that program. The rates of salary for a Cadet APS during periods of practical training are as set out in Appendix 3.

7.3. If the Director or his Delegate is satisfied that a Cadet APS has successfully completed the course of training, the Cadet APS will be allocated the appropriate operational classification specified in column 3 of Schedule 2 of the Public Service Classification Rules 2000 and be paid at the minimum pay point of that classification.

## **Advancement**

7.4. Advancement between the pay points within a classification set out in Appendix 3 will be dependent on a satisfactory assessment of work performance and skills development.

7.5. Advancement for an ongoing employee is set out in the Performance Management Scheme at Appendix 1.

7.6. Advancement for a non-ongoing employee will be set out in their individual contract of employment. The salary stated in the contract will be reviewed after 12 months with a view to an increase to the next relevant pay point, subject to a satisfactory assessment of performance.

7.7. Non-ongoing employees will be provided a statement of their duties and will be provided with appropriate feedback in relation to their performance.

## **8. Remuneration**

### **Salary Increases**

8.1. The salary increases to apply under this Agreement are in recognition of the productivity improvements and service efficiencies to be gained over the life of the Agreement.

8.2. The Agreement provides for salary increases of 8%, 9%, 10% and 10.5% over the life of the Agreement dependent on the particular classification and pay point. The new rates are set out in Appendix 3.

### **Salary on Commencement, Promotion or Movement**

8.3. Where an employee commences in the CDPP, salary will be payable at the minimum point of the salary range applicable to their classification. The Director or his Delegate may authorise payment of salary above the minimum point in that salary range in exceptional circumstances and having regard to the length, currency and relevance of the employee's experience as well as their qualifications, skills and current salary and the salary of comparable employees.

8.4. Where an employee is promoted within the CDPP, salary will be payable at the minimum point of the salary range applicable to their designation and will be specified on the instrument of promotion. Where an employee transfers within the CDPP from a non-legal designation to a legal designation, salary will be payable at the minimum point of the relevant legal salary range and will be specified on the instrument of movement. Where an employee has been acting or on a contract at the designation to which they are promoted or transferred the period of acting will be taken into account when determining salary to the extent applicable under the Performance Management Scheme.

8.5. Where, at the time of engagement or promotion, an employee's salary is set at an incorrect pay point, the Director or his Delegate may authorise, in writing, payment at the correct salary point.

### Salary on Reduction

8.6. Where the classification of an ongoing employee is reduced in accordance with Section 23(4) *PS Act 1999*, salary will be determined by the Director or his Delegate having regard to the experience, qualifications and skills of the employee, and the circumstances under which the reduction occurred. For example, if the reduction occurs as a result of a misconduct process the Director or his Delegate may determine a different salary than if the reduction occurred as part of managing an excess employee.

8.7. Where an employee requests, in writing, to be assigned on a temporary basis at a lower work value level, the Director or his Delegate may determine in writing that the employee shall be paid a rate of salary applicable to the classification of the lower work value level.

### Junior Rates

8.8. Junior rates of pay as a percentage of the APS 1 equivalent minimum adult rate of pay will apply as follows:

Age	% of salary rate
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

### Rate of Salary – Non-ongoing employees

8.9. A non-ongoing employee engaged on an irregular or intermittent basis may be paid a loading of 20% of their salary in lieu of all paid leave entitlements except (Long Service Leave) and public holidays (unless they are directed to work). An irregular or intermittent employee will be paid at the applicable overtime rate if they are directed to work on a public holiday.

### Supported Salary

8.10. Employees who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Transitional Australian Pay and Classification Scale or replacement instrument.

## Supported Wage Prescribed Rates

Assessed Capacity	% of prescribed salary rate	Assessed Capacity	% of prescribed salary rate
10%	10%	60%	60%
20%	20%	70%	70%
30%	30%	80%	80%
40%	40%	90%	90%
50%	50%		

## Superannuation

8.11. The CDPP will make compulsory employer contributions as required by the applicable legislation and fund requirements.

8.12. Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This Clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

8.13. The Director may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer (EFT).

## Payment of Salary

8.14. Employees will be paid fortnightly, in arrears, and the fortnightly rate of pay will be based on the following formula:

$$\text{Fortnightly pay} = \text{Annual Salary} \times 12/313$$

8.15. Annual Salary is set out in Appendix 3.

8.16. Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice. Payment may be made in advance where an employee is on a period of Recreation Leave or Long Service Leave of at least 8 weeks or they are travelling overseas or their access to funds is restricted e.g. through geographical isolation.

## Temporary Assignment of Duties at a Higher Classification – Allowance

8.17. Where the Director or his Delegate temporarily assigns an employee to duties of a higher classification, the employee will generally be paid at the minimum salary point of that classification. The Director or his Delegate may authorise payment of salary above the minimum point in the salary range, having regard to the experience, qualifications and skills of the employee. The qualifying period before payment may be made is 5 consecutive working days (inclusive of any public holiday/s) or the equivalent of a working week for a part-time employee. Ongoing employees who are temporarily assigned duties of a higher classification on a continuous basis of 12 months, will have their performance assessed at the higher classification in line with the procedures outlined in Appendix 1 – Performance Management Scheme (PMS).

8.18. In accordance with the *PS Act 1999*, the usual method of engagement is as an ongoing employee.

8.19. Where non-SES employees are temporarily assigned duties at the Senior Executive Service level for 5 consecutive working days or more (inclusive of public holidays) or the equivalent of a working week for a part-time employee, the Director or his Delegate will determine the additional salary payable for the period of the temporary assignment. The salary determined by the Director or his Delegate will be no less than the minimum salary applicable to the relevant SES Band.

### **Workplace Responsibility Allowances**

8.20. Where an employee has recognised workplace responsibilities as a First Aid Officer, Occupational Health and Safety Representative for their designated workgroup, workplace Chief Fire or Chief Emergency Control Warden, Harassment Contact Officer or Security Contact Officer and has, where required, successfully completed the relevant training program including any refresher course as approved by the Director or his Delegate, they will receive a workplace responsibility allowance. The allowance amounts shown at 8.21 to 8.25 below will be increased by 3% on 1 July 2012 and a further 3 % on 1 July 2013 to maintain relativity with salary increases.

#### ***First Aid***

8.21. An employee who possesses a current first aid certificate and who is designated by the relevant regional OH&S Committee to undertake first aid responsibilities within the CDPP will be paid an allowance of \$26.00 per fortnight.

#### ***Occupational Health and Safety Representative***

8.22. Employees who are performing the elected role of Health and Safety Representative for their designated workgroup, who has undertaken and satisfactorily completed the accredited training, will be paid an allowance of \$26.00 per fortnight.

#### ***Chief Fire or Chief Emergency Control Warden***

8.23. An employee who has been selected to perform the role of Chief Fire or Chief Emergency Control Warden for their workplace, who has undertaken and satisfactorily completed the accredited training, will be paid an allowance of \$26.00 per fortnight.

#### ***Workplace Harassment Contact Officer***

8.24. An employee who has been selected to perform the role of a Harassment Contact Officer for their workplace, who has undertaken and satisfactorily completed the accredited training, will be paid an allowance of \$26.00 per fortnight.

#### ***After-Hours Security Contact Officer***

8.25. An employee at the APS 1-6 level performing the role of after-hours security contact officer for their workplace will be paid an allowance of \$26.00 per fortnight.

### **Motor Vehicle Allowance**

8.26. Private motor vehicle allowance may be paid where an employee is required to use his or her own car for official purposes. The rate of allowance is provided in the table below. The rates will be reviewed annually in December 2011, 2012 and 2013. The Director or his Delegate may authorise a higher rate of allowance where the specified rate does not meet the expenses reasonably incurred by an employee. The Director or his Delegate should only authorise the use of a private motor vehicle if it will result in greater efficiency or less expense to the CDPP.

Engine Capacity (non-rotary)	Engine Capacity (rotary)	Rate per Kilometre
Above 2,600cc	Above 1,300cc	72 cents
1,601 to 2,600cc	801 to 1,300cc	71 cents
1,600cc and under	800cc and under	59 cents

## Travelling Allowance

8.27. Where an employee is required to be away from their usual place of work for not less than 8 hours but is not required to be away overnight, the employee may be paid part-day travelling allowance of \$50.00.

8.28. The CDPP will meet reasonable accommodation, meal and incidental expenses incurred whilst an employee is required to travel on official business, involving overnight stays, for periods up to 21 days. This Agreement continues the arrangement offering employees a choice between:

- A direct billing scheme. Employees will be able to have reasonable accommodation expenses paid for by the CDPP. The employee will still receive payment for the meal and incidental component of Travelling Allowance in the usual way; or
- Payment of an allowance for accommodation, meal and incidental expenses as provided in the table below.

8.29. The following table provides the current daily rate of Travelling Allowance for capital cities for non-SES staff. The rates will be reviewed annually in July 2012 and 2013:

City	Accomm. \$	Breakfast \$	Lunch \$	Dinner \$	Incident. \$
Adelaide	133.00	23.65	26.55	45.60	17.30
Brisbane	165.00	23.65	26.55	45.60	17.30
Canberra	156.00	23.65	26.55	45.60	17.30
Darwin	162.00	23.65	26.55	45.60	17.30
Hobart	125.00	23.65	26.55	45.60	17.30
Melbourne	162.00	23.65	26.55	45.60	17.30
Perth	170.00	23.65	26.55	45.60	17.30
Sydney	163.00	23.65	26.55	45.60	17.30

8.30. The payment of Travelling Allowance will be made through electronic funds transfer, unless exceptional circumstances exist, and must be acquitted.

8.31. Where an employee will be residing in one temporary locality for a period exceeding 21 days, they will be eligible for relocation costs, refer to Clause 8.35. Travelling Allowance is not appropriate.

8.32. If an employee is required to perform official duty overseas they will be provided with a cash advance to meet reasonable accommodation, meal and incidental expenses where such expenses cannot be directly billed to the CDPP. The payment of overseas travelling allowance must be acquitted.

### ***Class of Travel***

8.33. Non-SES employees are entitled to economy class air travel where required to travel on official business within Australia. The Director or his Delegate may determine that certain employees may travel at a higher class for operational reasons.

8.34. Business class travel may be used where an employee is required to travel on official business overseas.

### ***Relocation Costs within Australia***

8.35. Reimbursement of certain costs associated with relocation of an employee may be paid at the discretion of the relevant Delegate and if so, will apply from the commencement of the relocation. Reimbursement may cover some or all of the following items:

- Transport to the new locality for the employee and, where appropriate, the employee's family/dependants residing with the employee at the time of the relocation;
- Where appropriate, transport back to the employee's home locality;
- Removal and storage of household furniture and effects;
- Expenses which may include ongoing living expenses e.g. accommodation costs.

### **Remote Localities Assistance**

8.36. Remote localities assistance is not available to any new employees engaged by the CDPP (including on a non-ongoing basis).

8.37. Eligibility for continuing assistance is restricted to employees who were covered by the Certified Agreement 1998-2000 and were permanently stationed in Darwin or Townsville prior to 10 August 1998. Assistance includes District Allowance (DA), additional Recreation Leave and Leave Fare entitlements.

### **School Holiday Childcare Program**

8.38. Where an employee with school children has approved leave cancelled without notice or, is recalled to duty from leave during school holidays, the CDPP will contribute up to \$25 per day per child towards the cost of care for each child attending an accredited school holiday program. NB: Any arrangement to restrict an employee from going on leave or to recall an employee from leave is very serious and would only be contemplated on reasonable business grounds.

8.39. The maximum payment per family is \$250.00 per week or the actual cost incurred, whichever is the lesser. Payment will be made on a reimbursement basis on production of an original receipt.

## **Overtime**

8.40. Where a Supervisor/Manager directs an APS 1-6 (non-legal) employee to work outside the standard day (8.30am to 4.51pm) and beyond the **standard bandwidth** (before 8.00 am and after 6.00pm except in the Northern Territory where the standard bandwidth is 7.30 am to 5.30 pm), overtime shall be paid to the employee, unless the employee requests time off in lieu in accordance with 8.45.

8.41. Overtime will be calculated at time and one half for the first three hours worked each day and double time thereafter for Monday to Saturday, excluding public holidays. Overtime worked on a Sunday will be paid at double time. Overtime worked on a Public Holiday will be paid at single time during standard hours (in addition to the normal public holiday payment) and at double time outside standard hours.

8.42. During weekdays (but not public holidays) pay for overtime worked is calculated from the end of a **standard day** (4.51pm) or up until the start of a **standard day** (8.30am). However, flex-time can be used anytime between 8.00am to 8.30 am and 4.51pm to 6.00pm in lieu of claiming overtime.

8.43. Where an eligible employee is directed to work outside the standard bandwidth an employee will be entitled to an 8 hour break plus reasonable travelling time before commencing work again.

8.44. Where the break at 8.43 is not possible due to operational requirements the employee will continue to be paid for the next period of work at the applicable overtime rate.

8.45. Eligible employees may make arrangements with their Supervisor/Manager to accumulate flex-time for work outside of the standard bandwidth. If the hours worked would otherwise be paid overtime, the employee may choose to take time in lieu accrued at the equivalent overtime rate for the hours worked rather than being paid overtime.

8.46. An eligible employee may request to work outside the standard bandwidth, to suit their personal requirements for a period, but in this case overtime is not payable and flex-time will accumulate only on a 1 for 1 basis. Any such request will be subject to the approval by the employee's Supervisor/Manager in accordance with the operational requirements of the Office.

## **Overtime Meal Allowance**

8.47. An employee who is directed to work in excess of two hours overtime on a weekday (excluding public holidays) or in excess of five hours on a weekend or public holiday and which goes beyond the commencement of a meal allowance period will be paid an allowance in addition to any overtime pay or time in lieu. Meal allowance periods are 12.30pm to 1.30 pm for lunch (applicable to weekends and public holidays only) and 6.30pm to 7.30 pm for dinner.

8.48. The meal allowance is \$26.45 on commencement of this Agreement and will be reviewed on 1 July 2012.

## **Practising Certificates and Professional Memberships**

8.49. The Office will meet the cost of certificates and professional memberships relevant and essential to an employee's duties.

## **Salary Packaging**

8.50. Access to in-house Salary Packaging for private superannuation is available to ongoing employees and any non-ongoing employee whose contract exceeds 6 months.

8.51. The CDPP will continue to support the present Salary Packaging Scheme administered by the external service provider.

## **9. Flexible Working Arrangements**

9.1. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

### **Pattern of Work**

9.2. The hours of duty of employees will be managed to facilitate flexibility in working arrangements within the CDPP to balance the operational needs of a legal practice with the personal needs of employees. All employees should record the actual times of arrival and departure to and from work.

9.3. All employees will agree on their pattern of attendance at work subject to the approval of their Supervisor/Manager in accordance with these provisions.

### **Hours of Duty**

9.4. The standard ordinary hours of duty for all full-time employees will be 36 hours 45 minutes per week or 7 hours 21 minutes per day. The pattern of attendance over which full-time standard hours are worked is 8.30am to 12.30pm and 1.30pm to 4.51pm on Monday to Friday (excluding public holidays). Core hours during which an employee must be either at work or on approved leave (including flex or working flexibly arrangements) are from 9.30am to 12.00 noon and 2.00 pm to 4.00 pm.

9.5. The hours of duty of part-time staff are those agreed in their part-time work agreement or contract of employment, conditional upon those hours being worked within the standard bandwidth. The standard bandwidth is 8.00am to 6.00pm Monday to Friday (excluding public holidays) except in the Northern Territory where the standard bandwidth is 7.30 am to 5.30 pm Monday to Friday (excluding public holidays).

9.6. An employee will not be required to work for more than 5 hours without at least a 30-minute break for a meal.

### **Notification**

9.7. An employee who is absent on a weekday without prior approval must notify their Supervisor/Manager no later than 9.30am on that day, unless the employee's circumstances are such that they cannot advise their Supervisor/Manager by that time, in which case they must notify their Supervisor/Manager as soon as possible.

### **Flex-time**

9.8. Formal flex-time arrangements are available to APS 1 to 6 (non-legal) employees only. Flex-time is a system of flexible working arrangements which enables employees and Supervisor/Managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to clients, employees and the CDPP.

9.9. The "Settlement Period" over which flex credit or debit is determined is four weeks. At the end of a settlement period, the maximum flex-time credit shall not exceed 36 hours 45 minutes and the maximum flex-time debit shall not exceed 10 hours.

9.10. Employees and their Supervisor/Managers are jointly responsible for ensuring that employees are productively employed and have reasonable access to flex-time when the employee has established a flex-time credit. Whilst every effort will be made to accommodate the personal desires of employees, all flex-time arrangements are to be subject to the operational requirements of the Office. Where a Supervisor/Manager cannot accommodate a request for flex-time by the employee because of operational requirements, the Supervisor/Manager will endeavour to accommodate the employee's request for flex-time within the next month. Access to flex-time will not be unreasonably withheld.

9.11. Flexibility in relation to hours worked on any particular day outside of the standard day but within the standard bandwidth is available subject to supervisory approval and the availability of work.

9.12. Credits for time worked on any day longer than standard hours will accrue on an hour for hour basis where work is performed within the standard bandwidth. Methods of recording flex-time and settlement periods will be determined by the Delegate in each office.

9.13. Flex-time may be used in lieu of other leave for part day absences.

9.14. An employee may accrue flex-time on official travel where an employee is covered by the formal flex-time scheme.

9.15. An employee who fails to comply with the flex-time provisions may have access to flex-time removed. In these cases, the employee will be required to work standard hours as described in 9.4.

## **Working Flexibly**

9.16. Working flexibly is an arrangement available to all Legal and Executive Level employees i.e. employees who do not participate in the formal flex-time scheme.

9.17. In recognition of their attendance requirements and to assist in enabling a reasonable work/life balance, Legal and Executive Level employees may have the flexibility to choose their start, finish and break times, subject to the operational needs of their work area and absences during core hours being by agreement between the employee and their Supervisor/Manager.

9.18. Supervisor/Managers and their Legal and Executive Level employees will work together to manage workloads and working hours. Supervisor/Managers have a responsibility to minimise the extent to which employees at this level work exceptionally long hours. Where an employee is regularly and unavoidably working in excess of ordinary hours for sustained periods e.g. in preparation for and conduct of a long trial, the Supervisor/Manager and employee should agree to arrangements for reasonable time off either before (if possible) or at the time the additional work is being performed or as soon as possible after the additional work has been performed.

9.19. Legal and Executive Level employees have particular responsibilities that require them to work the hours necessary to ensure the achievement of the CDPP's outcomes and strategic priorities. Primary consideration should be given to the operational requirements of the Office whilst taking into account the need to balance this with the individual's personal circumstances. These requirements recognise, amongst other things, the demands of a legal practice including the unavoidable commitments imposed on the CDPP by the courts.

9.20. These arrangements are intended to provide employees with fair and reasonable access to time off, but it should be noted that reasonable time off for Legal and Executive Level employees is not on an hour for hour basis.

9.21. In determining what reasonable time off with pay is, the following factors will be taken into account:

- The additional hours worked - particularly relevant to court commitments or interaction with counsel outside normal working hours;
- The impact on the health and wellbeing of the employee; and
- The nature and level of the employee's role.

This can be in the form of a part or full day absence.

In determining when reasonable time off may be taken, factors to be considered are:

- The impact on the health and wellbeing of the employee;
- The employees' personal circumstances;
- The operational requirements of the Office; and
- The employee's level of responsibility.

9.22. The CDPP is committed to achieving greater consistency in the application of these provisions and will establish mechanisms to ensure consistency of application. The CDPP will also encourage managers to regularly raise these provisions with their staff either individually or collectively. Additionally, the CDPP will conduct a national workshop as soon as practicable after the commencement of this Agreement to discuss the practical implementation of the working flexibly provisions and options to achieve higher levels of national consistency in the application of these provisions. Representation will include a management and employee representative from each office and up to two CPSU representatives in addition to any employee representatives. A subsequent workshop will be held to review progress. A further workshop will be held if required and agreed by the parties.

9.23. The use of flexible working hours will be the preferred method of accounting for part day absences. Methods of recording extended hours are a matter to be agreed between a Supervisor/Manager and an employee in conjunction with Clauses 9.2 to 9.7.

9.24. Agreed time off is to be taken as soon as possible after the additional work has been performed to support work/life balance and as an aid to the rest and recuperation process.

### **Part-time Employment**

9.25. The CDPP is committed to assisting ongoing employees achieve a balance between the demands of work and other responsibilities. The provision of part-time working arrangements is a significant contributor to that objective, balanced against the operational requirements of a legal practice.

9.26. An ongoing part-time employee is one whose ordinary hours of work are less than 73 hours 30 minutes per fortnight and not more than 7 hours 21 minutes per day.

9.27. The Director or his delegate will agree with the employee the number of days and number of hours to be worked. However, a minimum of 3 consecutive days per week and a minimum of

3 hours per day will be the standard arrangement, unless alternative arrangements can meet operational requirements.

9.28. Ongoing employees returning from Maternity or Parental Leave are entitled to access part-time employment up until the child's second birthday or, in the case of adoption or a long-term fostering arrangement, for two years from the date of placement of the child.

9.29. Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.

9.30. The Director or his Delegate may consider requests for part-time work, subject to operational requirements.

9.31. The Director or his Delegate may initiate the introduction or extension of part-time employment for a specified period.

9.32. Ongoing employees will not be required to convert from full-time to part-time hours. There is no restriction on ongoing part-time employees resuming full-time employment at any time.

### **Requests for Flexible Working Arrangements**

9.33. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

9.34. This section applies to ongoing and non-ongoing employees, who have at least 12 months continuous service in the APS.

9.35. An employee who is a parent, or has responsibility for the care, of a child may request a change in working arrangements to assist the employee to care for the child if the child is:

- a) under school age; or
- b) has a disability.

9.36. An employee who is the primary carer of a disabled spouse or de facto partner may request a change in working arrangements to assist the employee to care for their spouse or de facto partner.

9.37. The employee's request must be in writing and set out the changes being sought and the reasons for the changes.

9.38. The CDPP may refuse an employee request under this section on reasonable business grounds and must provide in writing within 21 days the reasons for any refusal of the request.

### **Individual Flexibility Arrangement**

9.39. An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

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

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

(a) are about permitted matters under Section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under Section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.41. The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of the Enterprise Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

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

9.43. The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement;  
or

(b) if the employer and employee agree in writing - at any time.

## 10. Leave Provisions

### Recreation Leave

10.1. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

### Entitlement

10.2. Full-time employees will be entitled to 20 days Recreation Leave for each year of service in accordance with the *Fair Work Act 2009*. Recreation Leave will be credited on a daily basis at the appropriate fraction of the yearly entitlement. Part-time employees will receive proportional credits based on hours worked.

10.3. Recreation Leave counts as service for all purposes.

10.4. Employees will be able to use all Recreation Leave credited up until the day immediately preceding the commencement of a particular period of leave.

10.5. Employees in receipt of workers compensation for more than 45 weeks will be credited with Recreation Leave on a pro rata basis for hours actually worked.

### Conditions

10.6. Employees are encouraged to take a minimum of 2 weeks Recreation Leave each year. An employee and their Supervisor/Manager will be notified if the employee's balance of Recreation Leave exceeds 12 weeks as at 1 December in any year. An employee with more than 12 weeks leave as at 1 December in any year will be required to enter into a leave plan with their Supervisor/Manager. The leave must be commenced by the following 30 April and, at a minimum, result in a reduction of the employee's leave balance to 12 weeks. If the employee does not enter into a leave plan, the employee will be directed to take leave to the extent that would have applied had they entered into a leave plan. An employee will not be directed to take Recreation Leave when the employee is on long term Personal Leave, Compensation Leave, is proceeding on Maternity Leave, is 54 years of age or over and has set a retirement date occurring within 12 months or is involved in work from which they cannot be excused.

10.7. An employee may apply to take Recreation Leave at half pay with the approval of the Director or his Delegate. An employee with excess Recreation Leave i.e. more than 12 weeks credit will not receive approval to utilise Recreation Leave at half pay until their credit is at or below 12 weeks.

10.8. Employees may use flexible working arrangements for absences of less than one full day, rather than using Recreation Leave.

10.9. Where an employee's approved leave is cancelled without notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source. An employee may also be eligible for assistance under the School Holiday Childcare Program (refer Clauses 8.38 to 8.39).

10.10. An employee who is medically unfit for duty for one day or longer while on Recreation Leave and who produces satisfactory medical evidence may apply for Personal Leave. Recreation Leave will be re-credited to the extent provided for by the medical certificate.

### ***Cashing Out and Taking Recreation Leave at Double Pay***

10.11. An employee may, by agreement in writing with the Director, cash out an amount of Recreation Leave or take Recreation Leave at double pay where the employee has taken at least 2 weeks Recreation Leave in the preceding 12 months and will have a minimum of 4 weeks Recreation Leave remaining after cashing out the leave. Where the Director authorises the employee to cash out Recreation Leave or take it at double pay, the employee will be paid the salary that they would have received if they had taken the Recreation Leave. Payment will be made in the form of a lump sum and will be taxed as salary.

10.12. An example of Recreation Leave at double pay is where an employee takes 2 weeks Recreation Leave and receives 4 weeks of salary and a deduction of 4 weeks is made from their Recreation Leave.

### ***Payment on Resignation, Termination or Death***

10.13. Unused Recreation Leave credits will be paid out to an employee at the time of resignation, termination or death, using the employee's final rate of salary to calculate the payment. On the death of an employee, any monies owed to the individual will be paid to his or her Estate. Final rate of salary is defined as ongoing salary plus any other allowance in the nature of salary.

### **Personal Leave**

10.14. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

#### ***Entitlement***

10.15. Ongoing employees will receive a Personal Leave credit of 20 days full pay on engagement. A further 20 days Personal Leave will be credited on 1 July each year where they have been employed for the preceding whole 12 months and on a pro rata basis for a part year. Part-time employees will receive Personal Leave credits on a pro rata basis.

10.16. Personal Leave, whether paid or unpaid, counts as service for the purpose of accruing leave entitlements.

10.17. Non-ongoing employees will receive Personal Leave credits in accordance with the following schedule:

- 1 day after 1 month of employment;
- An additional 2 days after 2 months of employment;
- An additional 2 days after 3 months of employment;
- An additional 5 days after 6 months of employment;
- An additional 5 days after 9 months of employment

If their employment continues up to or beyond 12 months, their entitlement to Personal Leave will be calculated as if they were an ongoing employee.

10.18. Any Personal Leave entitlements unused at 30 June each year will accumulate. Accumulated Personal Leave credits will not be paid out on resignation, termination or death.

10.19. Employees in receipt of workers compensation for more than 45 weeks will be credited with Personal Leave on a pro rata basis or accrue Personal Leave according to actual hours worked.

## **Conditions**

10.20. Employees may be granted Personal Leave with pay subject to available credits, without production of a medical certificate where the absence is 3 consecutive days or less. Certificates are to be provided for Personal Leave in excess of 3 consecutive days, or where workers compensation may result.

10.21. A Supervisor/Manager may request a medical certificate or statutory declaration for absences of less than 3 consecutive days, but only where they have informed the employee in advance of such a requirement.

10.22. The Director or his Delegate may refer an employee to a nominated medical practitioner for a medical assessment if the Director or his Delegate is of the opinion that the employee's state of health is adversely affecting their work performance or standard of conduct, has caused, or may cause, the employee to have an extended absence from work or constitutes a danger to themselves or other employees.

10.23. Certificates from a registered health practitioner will be accepted for Personal Leave purposes or where it is not reasonably practicable for the employee to obtain a medical certificate a statutory declaration will be accepted. Applications for Personal Leave involving a claim for workers compensation must be accompanied by a certificate from a qualified medical practitioner.

10.24. Employees may use flexible working arrangements instead of accessing Personal Leave credits for part day absences.

10.25. The Director or his Delegate may, where such circumstances are justified, allow employees to access other forms of leave where Personal Leave on pay is exhausted.

10.26. An employee will not be entitled to paid Personal Leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* or paid adoption or fostering leave.

10.27. An ongoing employee will not, without the employee's consent, be terminated on the grounds of physical or mental incapacity before the employee's full pay Personal Leave credit has expired.

10.28. Personal Leave will not be debited where an employee is medically unfit for duty on a public holiday that the employee would otherwise have observed.

10.29. Personal Leave may be approved in the following circumstances:

- during a period that the employee is not fit for work due to a personal illness or injury affecting the employee; or
- to provide care or support to an immediate family member, or member of the employee's household, who requires medical assistance, care or support due to personal illness, injury or unexpected emergency affecting the person; or
- upon the death of an immediate family member where leave in excess of that provided for in Compassionate and Bereavement Leave (Clauses 10.32 to 10.37) is required; or
- emergency or unforeseen circumstances that require the employee to be absent from work; or
- to attend an appointment with a registered health practitioner; or
- for household emergencies not including routine repairs; or

- moving from one residence to another within the same city (normally one day) or on relocation to another DPP office (normally two days); or
- attending, or accompanying a family member with health, legal or other personal matters within an emergency or unforeseen circumstance; or
- in special circumstances, attending cultural or religious obligations, including NAIDOC activities not formally designated as a public holiday in the Agreement (normally one day per occasion);
- to attend the funeral of a relative, (not covered under the definition of family as prescribed in this Agreement), a friend, neighbour or colleague (normally half a day to one day, depending on the circumstances).

10.30. Unpaid Personal Leave of up to 2 days may be approved for each permissible occasion where a member of the employee's immediate family or household:

- requires care or support because of personal illness, injury or unexpected emergency affecting the person; and
- where the employee is not able to use paid Personal Leave.

10.31. Recording of leave taken will be required in accordance with the Office's external reporting requirements.

### **Compassionate & Bereavement Leave**

10.32. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

10.33. An employee is entitled to 2 days Compassionate Leave for each permissible occasion that a member of their immediate family or household contracts or develops a personal illness or injury that poses a serious threat to that person's life, to spend time with that person.

10.34. An employee is entitled to 2 days Bereavement Leave for each permissible occasion following the death of a member of their immediate family or household.

10.35. Compassionate & Bereavement Leave may be taken as a single block of 2 days or as separate periods to the extent of the entitlement.

10.36. An employee may be required to provide evidence of the person's illness, injury or death.

10.37. An employee who is not engaged on an irregular or intermittent basis will be entitled to payment for Compassionate & Bereavement Leave.

### **Long Service Leave**

10.38. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

10.39. The parties to the Agreement note that entitlement in the *Long Service Leave (Commonwealth Employees) Act 1976* is three months Long Service Leave on full pay (or six months on half pay) to full-time employees after 10 years qualifying service with a rate of accrual at 3/10 month per year of service. Part-time employees have the same rate of accrual as full-time employees but receive a part-time rate of pay when accessing Long Service Leave.

10.40. The minimum period during which Long Service Leave can be taken is seven calendar days (at full or half pay). Long Service Leave cannot be broken with other periods of leave, except where otherwise provided by legislation.

10.41. An employee who is medically unfit for one day or longer while on Long Service Leave and who produces satisfactory medical evidence may apply for Personal Leave. Long Service Leave will be re-credited to the extent provided for by the medical certificate.

### **Parental Leave**

10.42. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

10.43. Maternity Leave is in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* or the *Fair Work Act 2009* whichever is applicable and more beneficial.

10.44. Under this Agreement, where an employee is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, the employee is entitled to an additional 2 weeks of paid Parental Leave.

10.45. In order to provide more flexible administration of Parental Leave, the Director or his Delegate may give approval to employees to spread the payment for the period of Maternity Leave and the additional 2 weeks of Parental Leave over a period up to 28 weeks at a rate no less than half normal salary. Any period beyond the first 14 weeks does not count as service for any purpose and this administrative arrangement does not extend the total period of paid or unpaid Maternity Leave available under the *Maternity Leave (Commonwealth Employees) Act 1973*.

10.46. Parental Leave with pay for 14 weeks will be available to an adoptive parent who is the primary carer of a newly adopted child, subject to meeting the same qualification period under the *Maternity Leave (Commonwealth Employees) Act 1973*.

### **Unpaid Parental Leave**

10.47. An employee who has 12 months continuous service will be entitled to unpaid Parental Leave of up to 12 months to provide care for a newborn or newly adopted child of the employee, their spouse or de facto partner in accordance with the *Fair Work Act 2009*.

10.48. The period of leave will be up to 12 months from the date of birth or placement of the child, less any period of paid Parental Leave, unless otherwise entitled under the National Employment Standards.

10.49. Unpaid Parental Leave in excess of 30 days will not count as service for any purpose.

10.50. An employee may, in accordance with the notice requirements in the National Employment Standards, request an extension of unpaid Parental Leave up to a maximum of 24 months after the date of birth or date of placement of the child. A request may be refused on reasonable business grounds.

10.51. An employee is not entitled to take paid Personal/Carer's Leave, Compassionate or Bereavement Leave while he or she is taking unpaid Parental Leave.

## **Foster Care**

10.52. For long-term formal fostering (more than 12 months), flexibility will be provided to support this arrangement through leave with or without pay. The provisions contained in the Parental Leave Clauses including 14 weeks as paid foster care leave will apply to long term fostering arrangements.

## **Supporting Partner – Paid Parental Leave**

10.53. An employee who has 12 months continuous service and whose spouse or de facto partner gives birth to, or adopts a child, or enters a long term fostering arrangement will be entitled to up to 2 weeks of paid supporting partner leave immediately following the birth or adoption of a child or the commencement of the fostering arrangement, subject to the provision of appropriate evidence.

## **Return to work after Parental Leave**

10.54. On ending Parental or Maternity leave, an employee is entitled to return to:

- the employee's pre-Parental/Maternity leave position, or if that position no longer exists;
- an available position for which the employee is qualified and suited nearest in status and pay to the pre-Parental/Maternity leave position.

## **Elder and Disabled Care Leave**

10.55. An employee with 12 months of continuing service with the CDPP may request unpaid discretionary leave of up to 12 months to provide care or support to:

- an elderly parent; or
- a disabled child over 18 years old,

where the parent or child requires ongoing care or support.

10.56. The employee's request must be in writing and set out the period of the leave being sought and the reasons for the leave. The CDPP may refuse an employee request under this section on reasonable business grounds and must provide in writing within 21 days the reasons for any refusal of the request.

## **Discretionary Leave**

10.57. There will be a single category of Discretionary Leave, which may be approved with or without pay. Each application will be determined after discussion with the employee as appropriate.

10.58. Discretionary Leave without pay in excess of 30 days in any financial year will not count as service for Recreation and Personal Leave purposes, except where an employee is granted Discretionary Leave without pay in the public interest and they return to duty in the APS, where the period of leave will count for service for all purposes except Recreation Leave.

## **Cultural and Ceremonial Leave**

10.59. The Director or his Delegate may grant Cultural or Ceremonial Leave to employees for the purposes of undertaking significant and substantial cultural and ceremonial obligations, particularly if the employee is Indigenous. The base grant of Cultural or Ceremonial leave is 10 days in any 2 calendar years. Cultural and Ceremonial Leave is granted without pay and does not count as service. Cultural and Ceremonial Leave is in addition to Compassionate Leave.

## **Christmas Closure**

10.60. The CDPP will close in the period between the Christmas public holidays and the New Year public holiday.

10.61. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on Long Service Leave at half pay, payment is at half pay). However, where an employee takes a period of Recreation Leave at half pay or double pay spanning the Christmas closure then payment for the Christmas closure will be at the employee's normal daily rate of pay.

10.62. There will be no deduction from Recreation or Personal Leave credits for the closedown period.

10.63. APS1 to 6 (non-legal) employees who are directed to work on those days will be eligible to be paid overtime or to take time in lieu in accordance with overtime rules for public holidays. Employees not eligible to be paid overtime and who are directed to work on those days may take time in lieu at a time agreed with their Supervisor/Manager.

## **Public Holidays**

10.64. Where the provisions of this section provide less than the National Employment Standards, the National Employment Standards will prevail.

10.65. Employees will observe the following public holidays:

- New Year's Day;
- Australia Day;
- Good Friday and the following Monday;
- Anzac Day;
- the relevant Queen's Birthday observance day;
- the relevant Labour Day or equivalent if proclaimed by State or Territory governments;
- Christmas Day;
- Boxing Day; and
- any other day or part day that is declared or prescribed under a State or Territory law to be observed generally within, or within a region of, that State or Territory as a public holiday.

The Saturday following Good Friday will also be paid as if it were a public holiday.

10.66. Where a public holiday occurs during a period of Recreation or Personal Leave, the period of the public holiday is not deducted from the employee's leave credit.

10.67. If an employee is paid less than their full salary (e.g. leave on half pay or without pay) on the working day preceding a public holiday and on the working day following the public holiday, payment for that public holiday will be at the same rate as paid for the preceding and following working day. Recreation Leave at half pay is exempt from this provision. To avoid doubt, where a public holiday falls during a period of Recreation Leave at double pay then payment for the public holiday will be at the employee's normal daily rate of pay.

10.68. Where a public holiday falls during a period when an employee is absent on leave (other than Recreation or Personal Leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave at half pay, payment is at half pay).

### **Defence Reservists' Leave**

10.69. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

10.70. An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

- a) During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
- c) Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

10.71. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

10.72. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Recreation Leave.

10.73. Eligible employees may also apply for Recreation Leave, Long Service Leave or use flexible working arrangements, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

10.74. Employees are to notify their Supervisor/Manager when the dates of ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

### **War Service Sick Leave**

10.75. Employees with certain Defence Force Service prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional Sick Leave.

10.76. Eligible employees receive two separate credits, a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused annual credits will accumulate to a maximum of nine weeks.

### **Community Service Leave**

10.77. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

10.78. An employee, who engages in an eligible community service activity, is entitled to Community Service Leave.

### **Emergency Management Activity**

10.79. An employee will continue to be paid by the CDPP for the period they are engaged in a voluntary emergency management activity where:

- the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- the employee engages in the activity on a voluntary basis; and
- the employee is a member of, or has member-like association with, a recognised emergency management body; and
- the employee was requested by or on behalf of the body to engage in the activity.

10.80. Unpaid leave will also be available to community service personnel for regular training, reasonable travel and recovery time and ceremonial duties relevant to emergency services duties.

### **Jury Service**

10.81. Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

10.82. Employees working for the CDPP 'whose duties involve the provision of legal professional services' are exempt from jury service pursuant to Regulation 5 of the *Jury Exemption Regulations 1965* (Cth).

10.83. Employees whose duties involve the provision of legal professional services and who are summoned to attend Court for the purpose of serving on a jury, should advise the Court that they are exempt from jury service.

10.84. The position for employees whose duties do not involve the provision of legal professional services varies between States and Territories. Employees whose duties do not involve the provision of legal professional services and who are summoned to attend Court for the purpose of serving on a jury, should inform the Court that they are employed by the Office of the Commonwealth Director of Public Prosecutions.

10.85. An employee who is required to attend jury service is entitled to Jury Leave. An employee will continue to be paid by the CDPP but payment will be reduced by any amount of jury service pay, excluding expense related allowances.

## **Portability of Accrued Entitlements**

10.86. All existing accrued Recreation Leave and Personal Leave credits of current CDPP employees are recognised and unaffected by this Agreement.

10.87. Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Recreation Leave and Personal/Carers Leave (however described) will be recognised, provided there is no break in continuity of service.

10.88. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Recreation Leave and Personal/Carers Leave (however described) will be recognised.

10.89. Access to these accrued credits of leave, and any future entitlement to Recreation and Personal Leave will be in accordance with CDPP leave provisions.

10.90. For the purposes of this section:

- 'APS employee' has the same meaning as the *Public Service Act 1999*;
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

## **Recognition of Prior Service**

10.91. The portability provisions outlined in Clauses 10.86 to 10.90 will generally represent the extent to which the CDPP will recognise Personal Leave for employees with prior service.

10.92. Recognition of prior service for Long Service Leave purposes remains subject to the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

# **PART C – Managing People Effectively & Professionally**

## **11. Promoting Workplace Diversity**

11.1. The parties to the Agreement agree that the CDPP will monitor and review the application of the current workplace diversity program and any successor program in order to continue to deliver on our shared commitment of valuing diversity in the workplace.

## **12. Behaviour and Conduct**

12.1. The parties to the Agreement acknowledge that employees, in the course of their employment, are to comply with the Director's "GUIDELINES ON OFFICIAL CONDUCT FOR ALL STAFF OF THE DPP". The guidelines incorporate and complement the APS Values and Code of Conduct.

12.2. Suspected breaches of the Code of Conduct are to be reported to the Director. Such reports will be dealt with in confidence. The Director may appoint an independent person to investigate whether an employee has breached the Code. The investigator will prepare a report for the Director.

### **13. Access to Review of Employment Actions**

13.1. An employee may seek a review of actions under s.33 of the *Public Service Act 1999*.

### **14. Managing Performance**

14.1. The CDPP is committed to providing better people management practices. The Performance Management Scheme (PMS) is an integral feature of this commitment.

14.2. The PMS is designed to:

- Ensure that the standards of performance expected of an ongoing employee are clearly articulated;
- Enable an ongoing employee and Supervisor/Manager, in partnership, to focus on present and future skills development;
- Enhance an ongoing employee's work performance by providing regular and structured feedback; and
- Provide a mechanism for managing poor performance.

14.3. The PMS is described at Appendix 1.

### **15. Managing Excess Employees**

15.1. Excess employees will be managed in accordance with the provisions contained in Appendix 2 of this Agreement.

### **16. Unauthorised Absence**

16.1. Where an employee is absent from duty without approval, the absence will not count as service for any purpose and all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.

### **17. Abandonment of Employment**

17.1. Where an employee is absent from duty without permission for more than 28 calendar days, he/she will be considered to have abandoned their employment unless they can prove to the satisfaction of the CDPP that the absence was, in all the circumstances, warranted. Where an employee is unable to substantiate that their absence from duty is, or was warranted, their employment may be terminated under s.29 of the *Public Service Act 1999*, on the ground of 'non-performance of duties'.

## **PART D – Developing Skilled People**

### **18. Developing Skilled People**

18.1. The CDPP is committed to the retention of valued employees (both legal and non-legal) through the provision and expansion of a range of developmental opportunities.

18.2. Development opportunities will comprise activities not only connected to technical or professional excellence but will also focus more generally on employee attributes, attitudes and behaviours.

18.3. Key practical measures to underpin and aid the implementation of an over-arching and integrated Competency Framework will include ongoing support for initiatives such as leadership and management training and the Advocacy and Continuing Legal Education (CLE) programmes. The CDPP also intends to continue to expand into and embrace new areas of training and aspects of career management.

#### **Leadership and Management Training**

18.4. The CDPP has commenced a comprehensive programme of training that aims to develop the leadership and management skills of its employees.

18.5. The programme will be available and accessible to all non-SES staff across all offices. The training will cover learning to be a leader and important aspects of management including modelling appropriate behaviours, supervision skills, managing performance, recognising and utilising diversity and employee engagement and wellbeing.

18.6. The CDPP is committed to building on the programme throughout the life of this Agreement.

#### **Advocacy Programme**

18.7. The Advocacy programme provides training for CDPP legal staff and is specifically aimed at imparting those skills necessary for CDPP prosecutors to conduct Commonwealth prosecutions. The programme covers the fundamentals of prosecution advocacy, case preparation, working with the Courts including sentencing and other specific and regional issues.

18.8. The CDPP acknowledges that the programme is an essential element of the general and career development important to relevant employees and can be a significant attraction and retention initiative for the CDPP. To this end, the CDPP will work with participants and prospective participants on the programme to continuously review and improve the quality, accessibility and value of the programme.

#### **Continuing Legal Education (CLE) Programme**

18.9. The CDPP Continuing Legal Education (CLE) Programme is a regionally based and highly regarded development resource.

18.10. The aim is to encourage and promote comprehensive and consistent professional development across the entire practice without compromise to particular jurisdictional issues.

18.11. The CDPP will continue to liaise with regional co-ordinators to establish whether CLE information can be more readily shared across offices. This may include the formalisation of enabling procedures and consideration of a single point of accessibility and search functionality for CLE and CLE type material.

## **19. Career Development and Management**

### **Job Rotation**

19.1. During the life of this Agreement, the CDPP is committed to examining and supporting job rotation across Branches, Offices and jurisdictions as a first step in a process between employees and their Supervisor/Managers to identify longer-term career goals and institute developmental strategies to achieve those goals.

19.2. Expertise and better practice advice will be sought from offices where rotation between Branches has already been formalised. This will be shared with other Offices and supported in terms of implementation at both a national and regional level.

19.3. The primary aim will be to enhance and, subject to merit processes, advance the careers of employees within the Office. The CDPP acknowledges and accepts that this will equip employees to be more competitive for positions within and outside the public sector.

### **On-the Job Training**

19.4. On-the-job (OTJ) training will be viewed in a wider context and will encompass the induction process, formal training, job experience, stretch assignments/special projects or other acting arrangements, attendance at conferences or seminars and, in some cases, acting as a mentor. It will sit alongside job rotation as a tool to enhance career development and management. Whereas job rotation aims to enhance an employee's skills in the broad, OTJ will often be more specific to an employee's development in their present area of work.

### **Mentoring**

19.5. The CDPP recognises the value of establishing relationships between employees that can maximise the potential of both the person being mentored and the person providing coaching, feedback and development (the mentor).

19.6. During the life of this Agreement, the CDPP will seek to develop an informal mentoring scheme. To do so, the CDPP will begin by seeking interest from senior members of staff who wish to participate in the scheme.

## **20. Cultural Awareness**

20.1. The CDPP recognises the value of diversity and is committed to providing ongoing Cultural Awareness training.

## 21. Studies Assistance

21.1. Studies Assistance is regarded as a valuable element of this Agreement consistent with the objectives of the CDPP Strategic Priority to 'Recruit, Develop and Retain High Quality People'. The CDPP acknowledges its importance as part of the overall developmental opportunities that are provided to its employees. Participation is encouraged within operational requirements and where there is direct benefit to the Office, taking into account the need to balance this with the individual's personal circumstances.

21.2. The CDPP may provide Studies Assistance to approved students who are:

- Ongoing full-time and part-time employees; or
- Non-ongoing with a contract in place for 12 months or more if the circumstances warrant consideration.

21.3. This Section will form the basis for approval of Studies Assistance for employees located in all CDPP Offices, however, Deputy Directors and Assistant Directors maintain the delegation and the discretion to amend or expand eligibility conditions or modify levels of assistance.

21.4. Studies Assistance is one way the CDPP supports formal study for employees and may include approved paid and unpaid leave, and/or reimbursement of costs up to \$500 per calendar year. Costs that may be reimbursed on successful completion of a course or unit of study are non-fee costs such as text books or other materials relevant and essential to the course of study and fee costs. The employee must certify that the fees are not able to be reimbursed through other means. If a course or unit of study is not successfully completed, financial assistance may still be available where exceptional and extenuating circumstances exist.

21.5. An employee undertaking an approved course can request paid leave of up to 5 hours per week during currency of the course. Employees undertaking approved full-time study can request unpaid Discretionary Leave for up to 12 months.

21.6. Study Leave should be negotiated between the employee and the Supervisor/Manager; however, it should be no more than 5 hours per week. If the credit is not used to attend classes within working hours it may accumulate during the period of the application and may be used for other approved study purposes such as essay writing and examination preparation. No application for Studies Assistance will exceed 12 months.

21.7. Exam Leave is available for approved students to attend any compulsory exams that are a requirement of that course of study. This is over any above any study leave granted as described above.

21.8. Applications for Studies Assistance must be made in writing and the employee will be advised in writing of the outcome of their application.

# PART E – Providing a Safe, Secure & Healthy Workplace

## 22. Providing a Safe, Secure & Healthy Workplace

22.1. The CDPP considers that the most important resources of the organisation are those employees who work for it. Accordingly, the parties to the Agreement agree to the employment arrangements set out in this Part as measures that will assist in enhancing employee health and wellbeing.

### Occupational Health and Safety

22.2. The CDPP is committed to maintaining a safe and healthy work environment for all employees, including return to work opportunities for ill and injured employees, consistent with its legal obligations.

### Employee Health Initiative

22.3. The CDPP recognises that employees who are fit and healthy will be more productive in the workplace. Employees are therefore encouraged to participate, in their own time, in activities that promote good health.

22.4. Employees will be reimbursed up to \$170.00 annually for expenditure on approved health and wellbeing activities and equipment. Reimbursement will increase to \$250.00 with effect from 1 December 2013.

22.5. The CDPP will continue to fund a range of health services aimed at maximising productivity and reducing time lost through illness and injury. These services may include:

- Health and fitness assessments;
- Seminars/workshops on such things as heart health, mental wellbeing, workplace safety etc;
- Influenza vaccinations;
- Eye -Testing for Screen Based Equipment.

22.6. Participation is voluntary and any health or medical advice provided will be confidential to the employee.

22.7. The services may be provided to staff on an individual or collective basis.

### Work/Life Balance

22.8. The CDPP recognises the need to provide sufficient support and flexibility at the workplace to enable employees to balance work and life issues including, family and other responsibilities, with the needs of a legal practice.

### Employee Wellbeing Programme

22.9. The CDPP is committed to the care, welfare and physical and mental wellbeing of its employees.

22.10. The CDPP has implemented an Employee Wellbeing Programme (EWP) that incorporates a range of positive employment practices and support services that promote and protect employee wellbeing. These practices include access to wellbeing support, health literacy and education initiatives and a focus on building a positive work team climate through the development of supportive leadership capability and the continuation of other organisational support mechanisms.

### **Employee Assistance Programme**

22.11. The CDPP will continue to provide access to an Employee Assistance Programme at no cost to employees. A confidential, professional counselling service will be available to employees and their families to assist with resolving both personal and work related problems. For the purposes of this Clause, "family" means the employee's partner and children of the employee or his or her partner.

### **Elimination of Workplace Harassment**

22.12. The CDPP is committed to providing a fair, flexible, safe and rewarding workplace in which all employees are treated with respect and courtesy and without harassment. The CDPP values an environment characterised by positive working relationships and practices and promotes, expects and enforces appropriate standards of conduct. The CDPP will not tolerate any form of workplace harassment and it may be dealt with as a breach of the "Guidelines on Official Conduct for all Staff of the DPP" which incorporates the APS Code of Conduct.

### **Loss, Damage and Indemnity**

22.13. The Director or his Delegate may approve reimbursement to an employee for loss or damage to clothing or personal effects that occurs in the course of the employee's work.

## **PART F - Application and Operation**

### **23. Coverage**

23.1. This Agreement is made between the Office of the Commonwealth Director of Public Prosecutions and CDPP employees, under Section 172 of the *Fair Work Act*.

23.2. Pursuant to Section 53 of that Act, this Agreement covers:

- a) The Director of Public Prosecutions;
- b) All employees of the CDPP except:
  - (i) SES employees; and
  - (ii) Employees whose salary is not paid by the CDPP.

### **Non-ongoing Employees**

23.3. Employees may be engaged under a *PS Act* or *DPP Act* contract. Their manner of engagement, period of engagement and termination provisions will be set by their individual contract of employment.

## **24. Duration**

24.1. This Agreement will commence operation 7 days after the day it is approved by Fair Work Australia or 1 July 2011, whichever is the later date. The nominal expiry date of this Agreement will be 30 June 2014.

## **25. No Extra Claims**

25.1. From the commencement of this Agreement, a person or organisation covered by the Agreement will 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 term of this Agreement.

## **26. Relationship to other Awards and Legislation**

26.1. This Agreement operates to the exclusion of awards.

26.2. It is acknowledged that employment of employees covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:

*Director of Public Prosecutions Act 1983;*

*Fair Work Act 2009;*

*Family Law Act 1975;*

*Long Service Leave (Commonwealth Employees) Act 1976;*

*Maternity Leave (Commonwealth Employees) Act 1973;*

*Occupational Health and Safety (Commonwealth Employment) Act 1991;*

*Public Service Act 1999;*

*Superannuation Act 1976;*

*Superannuation Act 1990;*

*Superannuation Act 2005;*

*Superannuation Benefits (Supervisory Mechanisms) Act 1990;*

*Superannuation (Productivity Benefit) Act 1988;*

*Superannuation Guarantee (Administration) Act 1992; and*

*Safety, Rehabilitation and Compensation Act 1988.*

## 27. Consultation

27.1. This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

27.2. The employer must notify the relevant employees of the decision to introduce the major change.

27.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

27.4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

27.5. As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

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

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

27.8. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in Clauses 27.2, 27.3 and 27.5 are taken not to apply.

27.9. In this term, a major change is likely to have a significant effect on employees if it results in:

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

27.10. In this term, relevant employees means the employees who may be affected by the major change.

## **28. Procedures for Dealing with Disputes**

28.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

28.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

28.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

28.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

28.5. Fair Work Australia may deal with the dispute in 2 stages:

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

*Note* If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

28.6. While the parties are trying to resolve the dispute using the procedures in this term:

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

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

## **29. Principles Relating to Workplace Delegates**

29.1. The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

29.2. Agencies and union workplace delegates must deal with each other in good faith.

29.3. In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the Agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act;
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';

- undertaking their role and having union representation on an Agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the Agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

29.4. In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

29.5. In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the agency and the provision of services by the Commonwealth.

29.6. For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

## **30. Review of Decisions to Terminate Employment**

30.1. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- The *Fair Work Act 2009*;
- Other Commonwealth laws (including the Constitution); and
- At common law.

30.2. Termination of, or a decision to terminate employment of employees covered by this Agreement, cannot be reviewed under the dispute prevention and settlement procedures or review of action procedures addressed in Section 28 and Clause 13.1 of this Agreement.

30.3. Nothing in this Agreement prevents the Director or his Delegate from terminating the employment of an ongoing employee for serious misconduct, without further notice or payment in lieu, in accordance with the relevant provisions of the *Fair Work Act 2009*, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under Section 15 of the *Public Service Act 1999*.

## **31. Variation of Agreement**

31.1. This Agreement may be varied by application to Fair Work Australia under Section 210 of the *Fair Work Act 2009*.

## **32. Delegations**

32.1. The Director may delegate any or all of his powers and functions under this Agreement, and may do so subject to conditions.

### 33. Formal Making of the Agreement

33.1. This Agreement is made under *the Fair Work Act 2009*. Accordingly, it is an Agreement between the employer and the employees whose employment is subject to this Agreement.

#### 33.2. Employer

Signed for, and on behalf of the Attorney-General, by the Director of Public Prosecutions.

Signed.....

Name: Christopher Craigie SC  
 Title: Commonwealth Director of Public Prosecutions  
 Agency: Office of the Commonwealth Director of Public Prosecutions  
 4 Marcus Clarke Street, Canberra ACT 2601  
 Date: 21/12/2011

#### 33.3. Employee Bargaining Representatives

Signed for, and on behalf of the Community and Public Sector Union

Signed.....

Name: .....  
 Title: Deputy Secretary  
 Address: Level 1, 40 Brisbane Avenue, Barton ACT 2600  
 Date: ..../..../2011



### 33. Formal Making of the Agreement

33.1. This Agreement is made under *the Fair Work Act 2009*. Accordingly, it is an Agreement between the employer and the employees whose employment is subject to this Agreement.

#### 33.2. Employer

Signed for, and on behalf of the Attorney-General, by the Director of Public Prosecutions.

Signed.....

Name: Christopher Craigie SC  
Title: Commonwealth Director of Public Prosecutions  
Agency: Office of the Commonwealth Director of Public Prosecutions  
4 Marcus Clarke Street, Canberra ACT 2601  
Date: 7.12/2011

#### 33.3. Employee Bargaining Representatives

Signed for, and on behalf of the Community and Public Sector Union

Signed.....

Name: RUPERT EVANS  
Title: Deputy Secretary  
Address: Level 1, 40 Brisbane Avenue, Barton ACT 2600  
Date: 12.12/2011



**Employee bargaining representative**

Signed

Name:

Jacqueline Armstrong  
Employee Representative  
Office of the Commonwealth Director of Public Prosecutions  
4 Marcus Clarke Street, Canberra City ACT 2601

Date:

1.12.2011



enterprise agreement  
2011-2014

**Employee bargaining representative**

Signed

Name:

Winsome Clayton  
Employee Representative  
Office of the Commonwealth Director of Public Prosecutions  
15<sup>th</sup> Floor, Commonwealth Bank Building, 100 King William Street, Adelaide SA 5000

Date:

9/12/2011

**Employee bargaining representative**

Signed



Name:

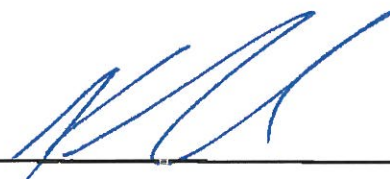
David Collins  
Employee Representative  
Office of the Commonwealth Director of Public Prosecutions  
4 Marcus Clarke Street, Canberra City ACT 2601

Date:

10/12/2011

**Employee bargaining representative**

Signed



---

Name:

Amanda Kirkwood  
Employee Representative,  
Office of the Commonwealth Director of Public Prosecutions  
Level 1, 226 Adelaide Terrace, Perth WA 6000

Date:

9/12/2011



Commonwealth of Australia  
Department of Public Prosecutions

enterprise agreement  
2011-2014

**Employee bargaining representative**

Signed

Clive W. Porritt

Name:

Clive Porritt  
Employee Representative  
Office of the Commonwealth Director of Public Prosecutions  
19<sup>th</sup> Floor, 15 Adelaide Street, Brisbane QLD 4000

Date:

12/12/2011

# Appendices

## A1. Performance Management Scheme

A1.1 The aim of the scheme is to foster a high performance culture by emphasising the personal development of staff and the relationship between corporate goals and individual skills, responsibilities and performance.

A1.2 The following procedures are only applicable to ongoing APS employees.

A1.3 For the CDPP the benefits of the scheme include:

- The continuously improving performance of the CDPP through the development of a stronger performance culture;
- The encouragement of a shared commitment and understanding of corporate goals and objectives;
- The articulation of the standards of performance expected from people;
- Improved communication between Supervisors/Managers and employees;
- A fair and objective basis for decisions on salary advancement, promotion and assignment of duties; and
- A mechanism for managing poor performance.

A1.4 For the employee the benefits of the scheme include:

- The capacity for individuals to focus on skills development and better plan career goals;
- An opportunity to give, and a guarantee to receive regular and constructive feedback on performance;
- A clearer picture of an individual's role and purpose within the CDPP;
- Recognition of an individual's contribution to the Office;
- The encouragement of informal feedback processes throughout the CDPP.

A1.5 The PMS will operate under the following broad parameters:

- On a 12 month cycle. The cycle is defined as a 12 month period of duty at a particular salary level within a classification. However, periods of leave of 13 weeks or less whether taken continuously, or in aggregate, after the commencement of the cycle will be regarded as duty for the purposes of the PMS.
- The cycle of a new employee, other than a probationer begins on their date of promotion or movement into the CDPP.
- The cycle of a probationer applies from the date of engagement. However, there is no longer a requirement for dual and concurrent assessment of attendance, conduct and work performance under both the probation process and the PMS. The probation process and period are regarded as equivalent to the assessment process under the PMS for the purposes of determining salary advancement.

- A newly engaged Legal Officer will be assessed under the probationary arrangements during their first 12 months of service and not the PMS. If the legal officer successfully completes 12 months of probation and satisfies the service requirements for salary advancement (as defined by the PMS) they will be advanced in salary at the end of their period of probation. A legal officer will then be placed on a Performance Agreement and future advancement will be subject to the PMS.
- A newly engaged non-legal employee will be assessed under the probationary arrangements during their first 6 months of service and not the PMS. A non-legal employee will then be placed on a shortened Performance Agreement for a further 6 months. If the non-legal employee successfully completes 6 months of probation and is subsequently assessed as performing satisfactorily under the PMS for the next 6 months they will be advanced in salary at the completion of 12 months service (as defined by the PMS). After 12 months, future advancement will be subject to the PMS only.
- Completion of a Performance Agreement at the beginning of the cycle outlining goals and objectives and skills development required. Agreements must emphasise that the manner in which goals and objectives are achieved is as important as the achievements themselves. In this respect, the ideals of personal and professional behaviour embodied in the APS Values and Code of Conduct set the benchmark;
- A formal feedback session at the midpoint of the cycle covering work performance/contribution as an individual and as part of a team. The session should include a review of goals and objectives as well as training and development needs (including career development);
- A final feedback interview conducted to formally assess progress against goals and objectives and to identify skills requiring further development;
- The overall assessment will determine whether the employee is qualified to advance to the next pay point or not qualified to advance. The "Certification of Assessment" form should be completed at this point.

A1.6 While formal feedback mechanisms are considered necessary to ensure that employees receive regular and constructive feedback on their performance and to provide a focus for assessing further training and development needs, the CDPP encourages Supervisors/Managers to provide feedback on an ongoing basis.

A1.7 Pay point advancement will occur with effect from the next working day following completion of the 12 month cycle for employees assessed as qualified for advancement and not yet at the maximum salary point in the classification range subject to Clause A1.8. There is no concept of advancing more than one salary point.

A1.8 Leave taken within a performance cycle that does not exceed 13 weeks will be regarded as if the employee was on duty for the purposes of assessment and salary advancement under the PMS. Any leave taken in excess of 13 weeks within a performance cycle will defer completion of the 12 month cycle. The period of deferral will be equivalent to the period of leave less the 13 weeks regarded as duty for the purposes of the PMS.

A1.9 Employees assigned to a higher classification for a continuous period of 12 months will be eligible for assessment and advancement to the next salary point of that higher classification. The employee will need to have a Performance Agreement in place for the higher classification. The employee and their Supervisor/Manager will jointly develop a Performance Agreement for implementation, where practicable, two weeks prior to the Performance Agreement commencing. An employee advanced to the next pay point of a higher classification by virtue of this provision does not automatically retain the right to be paid at the same point for any future assignment. This does not preclude a consideration of previous history when determining the appropriate pay point for a temporary assignment at a higher level.

A1.10 The collection, storage, use and disclosure of all information and documentation relating to the PMS will be consistent with the provisions of the *Privacy Act 1988* and the *Freedom of Information Act 1982*.

A1.11 The PMS policy and other documentation will be accessible on the CDPP's Intranet site.

### **Managing Underperformance**

A1.12 The procedures for managing poor performance only apply to ongoing employees who are not on probation. They do not apply to non-ongoing employees. They do not apply in cases of suspected breaches of the Code of Conduct or where there is a health-related reason for unsatisfactory performance or where an essential qualification has been lost.

A1.13 Where an employee's performance consistently falls below an acceptable level it may be necessary to implement the procedures for managing poor performance.

A1.14 A structured performance assessment plan must be developed. The performance assessment plan will be implemented over a period determined by the Director or his Delegate but will not exceed 3 months.

A1.15 The assessment process must have regard for the principles of procedural fairness, or natural justice and consider issues of privacy.

A1.16 Where the Director or his Delegate determines, on the basis of the assessment, that the employee's performance remains unsatisfactory; he or she will commence action to:

- Assign the employee to other duties;
- Reduce the employee's classification;
- Terminate the employee (may only be determined by the Director);
- Take some other appropriate action.

## **A2. Managing Excess Employees**

A2.1 Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

### **Legislation**

A2.2 The legislative basis for certain actions relating to the management of excess employees may be found in the *Public Service Act 1999*, specifically:

- s. 23 - *that part relating to reducing an employee's classification;*
- s. 25 - *assignment of duties;*
- s. 27 - *the Public Service Commissioner's power to move an excess employee to another Agency;*
- s. 29 - *termination of employment.*

### **Procedures**

A2.3 The following procedures are only applicable to ongoing APS employees who are not on probation.

#### ***Excess Employee***

A2.4 When the Director or his Delegate is aware that an employee is likely to become excess, the Director or his Delegate will advise the employee of the situation at the earliest practicable time.

A2.5 An employee is an excess employee if:

- The CDPP has a greater number of employees than is necessary for the effective performance of a particular role or function within the Office;
- The services of the employee cannot be effectively used because of technological or other changes in the work methods of the CDPP or changes in the nature, extent or organisation of the functions of the CDPP; or
- Where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director or his Delegate has determined that these provisions will apply to that employee.

#### ***Consultation Process***

A2.6 The Director or his Delegate will hold discussions with an excess employee to consider:

- Measures that could be taken to resolve the situation, including redeployment opportunities for the employee, at or below level, within or outside the CDPP;
- Whether termination of employment might be appropriate.

A2.7 Where the employee chooses a representative, the Director or his Delegate will hold the discussions with the employee's representative. The discussion and consultation process will be completed within 1 month of the employee being advised, in writing, that they are an excess employee.

A2.8 Where 15 or more employees are likely to become excess the Director or his Delegate will comply with the provisions of the *Fair Work Act 2009*.

### **Early Separation**

A2.9 Where an employee is likely to be the subject of action under these provisions, the CDDP may provide to that employee an early separation opportunity. This option provides for separation to occur within 14 days of any such opportunity being made available to the employee. It attracts an additional payment of 6 weeks of salary, over and above any other amount paid on separation e.g. redundancy pay. The payment is in lieu of the time that may have reasonably been expected to elapse for the purposes of the consultation and consideration periods (refer A2.6 and A2.10 respectively).

### **Separation with Consent**

A2.10 Where the Director or his Delegate has advised an employee, in writing, that they are excess and the Director or his Delegate proposes to terminate the employee in accordance with s. 29 of the *Public Service Act*, the employee will have a maximum period of 1 month in which to consider their position and provide their consent to the termination or request redeployment assistance. The Director or his Delegate will not give notice of termination until the expiration of that 1 month period unless the employee requests an earlier termination date within that one-month period.

A2.11 Within that month, unless agreed otherwise, an employee consenting to termination must be given information on the:

- Amount of redundancy pay, pay in lieu of notice and paid up leave credits;
- Amount of accumulated superannuation contributions;
- Options open to the employee concerning superannuation;
- Taxation rules applying to the various payments; and
- Level of assistance up to a maximum of \$500 for financial advice.

### **Redundancy Benefit**

A2.12 Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

A2.13 An excess employee who agrees to be voluntarily retrenched and whose employment is terminated by the agency head under Section 29 of the *PS Act* on the grounds that he /she is excess to the requirements of the Agency is entitled to be paid redundancy pay of a sum equal to 2 weeks of 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, subject to any minimum amount the employee is entitled to under the National Employment Standards.

A2.14 The minimum sum payable will be 4 weeks of salary and the maximum will be 48 weeks of salary.

A2.15 The redundancy 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.

### **Period of Notice**

A2.16 Where the excess employee agrees to be terminated, the Director or his Delegate may terminate the employee by giving the required notice of termination. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service).

A2.17 Where an employee is terminated at the beginning of, or within the notice period, the employee will receive payment in lieu of notice as set out in the *Fair Work Act 2009* for the unexpired portion of the notice period. This amount is additional to any early separation payment.

### **Periods of Service**

A2.18 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- The break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed Section 49 of the *Public Service Act 1922*.

A2.19 Subject to A2.18, service for redundancy pay purposes means:

- Service in the CDPP;
- Government service as defined in Section 10 of the *Long Service Leave Act 1976*;
- Service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for Long Service Leave purposes;
- Service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under the repealed Section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- Service in another organisation where:
  - an employee was transferred from the APS to that organisation with a transfer of function; or
  - an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
  - such service is recognised for Long Service Leave purposes.

A2.20 Any period of service which ceased through termination on the following grounds will not count as service for redundancy pay purposes:

- The employee lacks, or has lost an essential qualification for performing his or her duties;
- Non-performance, or unsatisfactory performance of duties;
- Inability to perform duties because of physical or mental incapacity;
- Failure to satisfactorily complete an entry level training course;

- Failure to meet a condition imposed under subsection 22(6) of the Act;
- Breach of the Code of Conduct;
- Any other ground prescribed by the Public Service Regulations;
- On a ground equivalent to those specified in 23.3.7a of the APS Award 1998 under the repealed *Public Service Act 1922*;
- Voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- With the payment of a redundancy benefit or similar payment or an employer financed retirement benefit.

A2.21 Absences from work which do not count as service for Long Service Leave purposes will not count as service for redundancy pay purposes.

### **Rate of Payment – Redundancy Pay**

A2.22 For the purpose of calculating any payment under A2.13-15, salary will include:

- the employee's salary at their regular and ongoing classification; or
- the salary of a higher classification, 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 termination; and
- other allowances in the nature of salary which are paid during periods of Recreation 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.

### **Redeployment**

A2.23 If an excess employee wishes to be redeployed rather than consent to termination, the Director or his Delegate will take all reasonable steps, consistent with the efficient management of the Office, to assign duties to that employee in accordance with s. 25 of the *Public Service Act*. In the first instance, this placement will be handled within the employee's home Office. The employee should pursue redeployment opportunities at the same time and may look across and outside the CDPP.

A2.24 The redeployment provisions provide an employee with intensive and immediate redeployment assistance. The Office will assist employees throughout the redeployment process by providing, amongst other things, reasonable expenses and time off to attend necessary employment interviews.

A2.25 The Director or his Delegate may choose to offer the services of a selected outplacement/career management provider at any point in the process (on and from the point the employee is advised that they are likely to become excess).

A2.26 The CDPP will ask excess employees whether they want to register for APS-wide redeployment. With the agreement of the employee, the CDPP will register the employee's interest in redeployment by submitting their resume to a central electronic database maintained by the APSC where that is in operation at that time.

A2.27 The redeployment process commences from the date the employee is advised, in writing, that they are an excess employee.

### **Salary Maintenance**

A2.28 Where the Director or his Delegate exercises his power under s. 23 of the *Public Service Act 1999* to reduce the classification of an employee; salary maintenance will be applied from the date of reduction in classification for a period of 6 months. Salary maintenance will be calculated on the basis of the employee's regular and ongoing salary.

### **Compulsory Termination**

A2.29 Subject to Clause A2.36, if after 13 weeks from the date an employee has been identified as an excess employee:

- The Director or his Delegate has been unable to assign duties to the employee (at or below level) despite having taken all reasonable steps to do so;
- The employee has not consented to termination;

the Director or his Delegate may decide to compulsorily terminate the excess employee under s. 29 of the *Public Service Act 1999*.

A2.30 The termination will proceed when the conditions outlined in Clauses A2.31 to A2.32 are satisfied.

A2.31 An excess employee cannot be compulsorily terminated unless they have rejected the opportunity to provide their consent to termination.

A2.32 An excess employee will not be compulsorily terminated without being given the required period of notice of 4 weeks (or 5 weeks in the case of an employee over 45 years of age with at least 5 years' service).

A2.33 In practice, notice of termination will be given 4 or 5 weeks before the end of the redeployment period described above to satisfy the requirements of the *Fair Work Act 2009*. If redeployment arrangements are subsequently made after the issue of the notice of termination, the notice will be withdrawn.

A2.34 Entitlements for compulsorily terminated employees will be consistent with the provisions of the National Employment Standards and the Australian Government Employment Bargaining Framework.

A2.35 An employee with 12 or more years of service who elects for redeployment and whose employment is compulsorily terminated, will receive the same entitlements on termination of employment as employees who consent to termination, except that the redundancy pay will be reduced to account for salary payments received during the redeployment period.

A2.36 An employee with less than 12 years of service, who elects for redeployment, will have the 13 week redeployment period reduced to the period as set out below. In addition these employees will be entitled to the redundancy benefit as set out in the NES.

Years of service	Redeployment period	NES redundancy benefit
1	11 weeks	4 weeks
2	9 weeks	6 weeks
3	9 weeks	7 weeks
4	9 weeks	8 weeks
5	8 weeks	10 weeks
6	8 weeks	11 weeks
7	7 weeks	13 weeks
8	7 weeks	14 weeks
9	6 weeks	16 weeks
10	11 weeks	12 weeks
11	12 weeks	12 weeks

### A3. Classification Structure, Salary Scales and Pay Increases

Table 3.1 - Classification Structure, Salary Scales and Pay Increases – Legal

APS Classification	DPP Designation	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
Executive Level 2	Principal Legal Officer	2	\$117,931	4%	\$122,648	3%	\$126,327	3%	\$130,117
Executive Level 2	Principal Legal Officer	1	\$113,062	4%	\$117,584	3%	\$121,112	1%	\$122,323
Executive Level 1	Senior Legal Officer	4	\$103,622	4%	\$107,767	3%	\$111,000	2%	\$113,220
Executive Level 1	Senior Legal Officer	3	\$98,258	4%	\$102,188	3%	\$105,254	1%	\$106,307
Executive Level 1	Senior Legal Officer	2	\$92,035	4%	\$95,716	3%	\$98,587	1%	\$99,573
Executive Level 1	Senior Legal Officer	1	\$85,280	4%	*\$89,440	3%	\$92,123	1%	\$93,044
APS Level 6	Legal Officer 2	4	\$74,428	4.5%	\$77,777	3%	\$80,110	3%	\$82,513
APS Level 6	Legal Officer 2	3	\$70,569	4%	\$73,392	3%	\$75,594	1%	\$76,350
APS Level 6	Legal Officer 2	2	\$66,668	4%	*\$70,616	3%	\$72,734	1%	\$73,461
APS Level 5	Legal Officer 2	1	\$62,178	4%	\$64,665	3%	\$66,605	1%	\$67,271

**Table 3.1 - Classification Structure, Salary Scales and Pay Increases - Legal (continued)**

APS Classification	DPP Designation	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
APS Level 4	Legal Officer 1	2	\$60,155	4%	\$62,561	3%	\$64,438	3%	\$66,371
APS Level 4	Legal Officer 1	1	\$55,454	4%	\$57,672	3%	\$59,402	1%	\$59,996

The Legal Officer 2 (APS 5 – 6) operates as a broad-band. Advancement between the salary points is dependent upon a satisfactory performance assessment under the Performance Management Scheme.

\* Salaries prior to date of commencement of \$85,280 and \$66,668 translate to \$86,000 and \$67,900 respectively before application of the 1st pay increase to incorporate the APS salary threshold adjustment.

**Table 3.2 - Classification Structure, Salary Scales and Pay Increases - Non-Legal**

APS Classification	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
Executive Level 2	3	\$115,010	4%	\$119,610	3%	\$123,198	3%	\$126,894
Executive Level 2	2	\$111,309	4%	\$115,761	3%	\$119,234	1%	\$120,426
Executive Level 2	1	\$103,622	4%	\$107,767	3%	\$111,000	1%	\$112,110
Executive Level 1	2	\$92,035	4%	\$95,716	3%	\$98,587	3%	\$101,545
Executive Level 1	1	\$85,280	4%	*\$89,440	3%	\$92,123	1%	\$93,044
APS Level 6	3	\$76,485	4%	\$79,544	3%	\$81,931	3%	\$84,389
APS Level 6	2	\$70,569	4%	\$73,392	3%	\$75,594	1%	\$76,350
APS Level 6	1	\$66,668	4%	*\$70,616	3%	\$72,734	1%	\$73,461
APS Level 5	3	\$65,467	4%	\$68,086	3%	\$70,128	3%	\$72,232
APS Level 5	2	\$63,690	4%	\$66,238	3%	\$68,225	1%	\$68,907
APS Level 5	1	\$61,775	4%	\$64,246	3%	\$66,173	1%	\$66,835
APS Level 4	3	\$60,155	4%	\$62,561	3%	\$64,438	3%	\$66,371
APS Level 4	2	\$58,470	4%	\$60,809	3%	\$62,633	1%	\$63,259
APS Level 4	1	\$55,454	4%	\$57,672	3%	\$59,402	1%	\$59,996

**Table 3.2 - Classification Structure, Salary Scales and Pay Increases - Non-Legal (continued)**

APS Classification	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
APS Level 3	3	\$53,723	4%	\$55,872	3%	\$57,548	3%	\$59,274
APS Level 3	2	\$51,317	4%	\$53,370	3%	\$54,971	1%	\$55,521
APS Level 3	1	\$49,823	4%	\$51,816	3%	\$53,370	1%	\$53,904
APS Level 2	3	\$48,527	4%	\$50,468	3%	\$51,982	3%	\$53,542
APS Level 2	2	\$46,687	4%	\$48,554	3%	\$50,011	1%	\$50,511
APS Level 2	1	\$45,011	4%	\$46,811	3%	\$48,215	1%	\$48,697
APS Level 1	7	\$42,815	4%	\$44,528	3%	\$45,864	3%	\$47,240
APS Level 1	6	\$41,149	4%	\$42,795	3%	\$44,079	1%	\$44,520
APS Level 1	5	\$38,800	4%	\$40,532	3%	\$41,748	1%	\$42,165
APS Level 1	20 years	\$35,308	91% of APS1-5	\$36,884	91% of APS1-5	\$37,991	91% of APS1-5	\$38,370
APS Level 1	19 years	\$31,248	81% of APS1-5	\$32,831	81% of APS1-5	\$33,816	81% of APS1-5	\$34,154
APS Level 1	18 years	\$27,160	70% of APS1-5	\$28,372	70% of APS1-5	\$29,224	70% of APS1-5	\$29,516
APS Level 1	Under 18 years	\$23,280	60% of APS1-5	\$24,319	60% of APS1-5	\$25,049	60% of APS1-5	\$25,299

\* Salaries prior to date of commencement of \$85,280 and \$66,668 translate to \$86,000 and \$67,900 respectively before application of the 1st pay increase to incorporate the APS salary threshold adjustment.

**Table 3.3 - Classification Structure, Salary Scales and Pay Increases - Cadets APS (Practical Training Rates)**

APS Classification	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
Cadet APS	Adult	\$42,815	4%	\$44,528	3%	\$45,864	3%	\$47,240
Cadet APS	Adult	\$41,149	4%	\$42,795	3%	\$44,079	1%	\$44,520
Cadet APS	Adult	\$38,800	4%	\$40,532	3%	\$41,748	1%	\$42,165
Cadet APS	20 years	\$35,308	91% of APS1-5	\$36,884	91% of APS1-5	\$37,991	91% of APS1-5	\$38,370
Cadet APS	19 years	\$31,428	81% of APS1-5	\$32,831	81% of APS1-5	\$33,816	81% of APS1-5	\$34,154
Cadet APS	18 years	\$27,160	70% of APS1-5	\$28,372	70% of APS1-5	\$29,224	70% of APS1-5	\$29,516
Cadet APS	Under 18 years	\$23,280	60% of APS1-5	\$24,319	60% of APS1-5	\$25,049	60% of APS1-5	\$25,299



Commonwealth of Australia  
Department of Public Prosecutions

enterprise agreement  
2011-2014

**Employee bargaining representative**

Signed

Clive W. Porritt

Name:

Clive Porritt  
Employee Representative  
Office of the Commonwealth Director of Public Prosecutions  
19<sup>th</sup> Floor, 15 Adelaide Street, Brisbane QLD 4000

Date:

12/12/2011

# Appendices

## A1. Performance Management Scheme

A1.1 The aim of the scheme is to foster a high performance culture by emphasising the personal development of staff and the relationship between corporate goals and individual skills, responsibilities and performance.

A1.2 The following procedures are only applicable to ongoing APS employees.

A1.3 For the CDPP the benefits of the scheme include:

- The continuously improving performance of the CDPP through the development of a stronger performance culture;
- The encouragement of a shared commitment and understanding of corporate goals and objectives;
- The articulation of the standards of performance expected from people;
- Improved communication between Supervisors/Managers and employees;
- A fair and objective basis for decisions on salary advancement, promotion and assignment of duties; and
- A mechanism for managing poor performance.

A1.4 For the employee the benefits of the scheme include:

- The capacity for individuals to focus on skills development and better plan career goals;
- An opportunity to give, and a guarantee to receive regular and constructive feedback on performance;
- A clearer picture of an individual's role and purpose within the CDPP;
- Recognition of an individual's contribution to the Office;
- The encouragement of informal feedback processes throughout the CDPP.

A1.5 The PMS will operate under the following broad parameters:

- On a 12 month cycle. The cycle is defined as a 12 month period of duty at a particular salary level within a classification. However, periods of leave of 13 weeks or less whether taken continuously, or in aggregate, after the commencement of the cycle will be regarded as duty for the purposes of the PMS.
- The cycle of a new employee, other than a probationer begins on their date of promotion or movement into the CDPP.
- The cycle of a probationer applies from the date of engagement. However, there is no longer a requirement for dual and concurrent assessment of attendance, conduct and work performance under both the probation process and the PMS. The probation process and period are regarded as equivalent to the assessment process under the PMS for the purposes of determining salary advancement.

- A newly engaged Legal Officer will be assessed under the probationary arrangements during their first 12 months of service and not the PMS. If the legal officer successfully completes 12 months of probation and satisfies the service requirements for salary advancement (as defined by the PMS) they will be advanced in salary at the end of their period of probation. A legal officer will then be placed on a Performance Agreement and future advancement will be subject to the PMS.
- A newly engaged non-legal employee will be assessed under the probationary arrangements during their first 6 months of service and not the PMS. A non-legal employee will then be placed on a shortened Performance Agreement for a further 6 months. If the non-legal employee successfully completes 6 months of probation and is subsequently assessed as performing satisfactorily under the PMS for the next 6 months they will be advanced in salary at the completion of 12 months service (as defined by the PMS). After 12 months, future advancement will be subject to the PMS only.
- Completion of a Performance Agreement at the beginning of the cycle outlining goals and objectives and skills development required. Agreements must emphasise that the manner in which goals and objectives are achieved is as important as the achievements themselves. In this respect, the ideals of personal and professional behaviour embodied in the APS Values and Code of Conduct set the benchmark;
- A formal feedback session at the midpoint of the cycle covering work performance/contribution as an individual and as part of a team. The session should include a review of goals and objectives as well as training and development needs (including career development);
- A final feedback interview conducted to formally assess progress against goals and objectives and to identify skills requiring further development;
- The overall assessment will determine whether the employee is qualified to advance to the next pay point or not qualified to advance. The "Certification of Assessment" form should be completed at this point.

A1.6 While formal feedback mechanisms are considered necessary to ensure that employees receive regular and constructive feedback on their performance and to provide a focus for assessing further training and development needs, the CDPP encourages Supervisors/Managers to provide feedback on an ongoing basis.

A1.7 Pay point advancement will occur with effect from the next working day following completion of the 12 month cycle for employees assessed as qualified for advancement and not yet at the maximum salary point in the classification range subject to Clause A1.8. There is no concept of advancing more than one salary point.

A1.8 Leave taken within a performance cycle that does not exceed 13 weeks will be regarded as if the employee was on duty for the purposes of assessment and salary advancement under the PMS. Any leave taken in excess of 13 weeks within a performance cycle will defer completion of the 12 month cycle. The period of deferral will be equivalent to the period of leave less the 13 weeks regarded as duty for the purposes of the PMS.

A1.9 Employees assigned to a higher classification for a continuous period of 12 months will be eligible for assessment and advancement to the next salary point of that higher classification. The employee will need to have a Performance Agreement in place for the higher classification. The employee and their Supervisor/Manager will jointly develop a Performance Agreement for implementation, where practicable, two weeks prior to the Performance Agreement commencing. An employee advanced to the next pay point of a higher classification by virtue of this provision does not automatically retain the right to be paid at the same point for any future assignment. This does not preclude a consideration of previous history when determining the appropriate pay point for a temporary assignment at a higher level.

A1.10 The collection, storage, use and disclosure of all information and documentation relating to the PMS will be consistent with the provisions of the *Privacy Act 1988* and the *Freedom of Information Act 1982*.

A1.11 The PMS policy and other documentation will be accessible on the CDPP's Intranet site.

### **Managing Underperformance**

A1.12 The procedures for managing poor performance only apply to ongoing employees who are not on probation. They do not apply to non-ongoing employees. They do not apply in cases of suspected breaches of the Code of Conduct or where there is a health-related reason for unsatisfactory performance or where an essential qualification has been lost.

A1.13 Where an employee's performance consistently falls below an acceptable level it may be necessary to implement the procedures for managing poor performance.

A1.14 A structured performance assessment plan must be developed. The performance assessment plan will be implemented over a period determined by the Director or his Delegate but will not exceed 3 months.

A1.15 The assessment process must have regard for the principles of procedural fairness, or natural justice and consider issues of privacy.

A1.16 Where the Director or his Delegate determines, on the basis of the assessment, that the employee's performance remains unsatisfactory; he or she will commence action to:

- Assign the employee to other duties;
- Reduce the employee's classification;
- Terminate the employee (may only be determined by the Director);
- Take some other appropriate action.

## **A2. Managing Excess Employees**

A2.1 Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

### **Legislation**

A2.2 The legislative basis for certain actions relating to the management of excess employees may be found in the *Public Service Act 1999*, specifically:

- s. 23 - *that part relating to reducing an employee's classification;*
- s. 25 - *assignment of duties;*
- s. 27 - *the Public Service Commissioner's power to move an excess employee to another Agency;*
- s. 29 - *termination of employment.*

### **Procedures**

A2.3 The following procedures are only applicable to ongoing APS employees who are not on probation.

#### ***Excess Employee***

A2.4 When the Director or his Delegate is aware that an employee is likely to become excess, the Director or his Delegate will advise the employee of the situation at the earliest practicable time.

A2.5 An employee is an excess employee if:

- The CDPP has a greater number of employees than is necessary for the effective performance of a particular role or function within the Office;
- The services of the employee cannot be effectively used because of technological or other changes in the work methods of the CDPP or changes in the nature, extent or organisation of the functions of the CDPP; or
- Where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director or his Delegate has determined that these provisions will apply to that employee.

#### ***Consultation Process***

A2.6 The Director or his Delegate will hold discussions with an excess employee to consider:

- Measures that could be taken to resolve the situation, including redeployment opportunities for the employee, at or below level, within or outside the CDPP;
- Whether termination of employment might be appropriate.

A2.7 Where the employee chooses a representative, the Director or his Delegate will hold the discussions with the employee's representative. The discussion and consultation process will be completed within 1 month of the employee being advised, in writing, that they are an excess employee.

A2.8 Where 15 or more employees are likely to become excess the Director or his Delegate will comply with the provisions of the *Fair Work Act 2009*.

### **Early Separation**

A2.9 Where an employee is likely to be the subject of action under these provisions, the CDDP may provide to that employee an early separation opportunity. This option provides for separation to occur within 14 days of any such opportunity being made available to the employee. It attracts an additional payment of 6 weeks of salary, over and above any other amount paid on separation e.g. redundancy pay. The payment is in lieu of the time that may have reasonably been expected to elapse for the purposes of the consultation and consideration periods (refer A2.6 and A2.10 respectively).

### **Separation with Consent**

A2.10 Where the Director or his Delegate has advised an employee, in writing, that they are excess and the Director or his Delegate proposes to terminate the employee in accordance with s. 29 of the *Public Service Act*, the employee will have a maximum period of 1 month in which to consider their position and provide their consent to the termination or request redeployment assistance. The Director or his Delegate will not give notice of termination until the expiration of that 1 month period unless the employee requests an earlier termination date within that one-month period.

A2.11 Within that month, unless agreed otherwise, an employee consenting to termination must be given information on the:

- Amount of redundancy pay, pay in lieu of notice and paid up leave credits;
- Amount of accumulated superannuation contributions;
- Options open to the employee concerning superannuation;
- Taxation rules applying to the various payments; and
- Level of assistance up to a maximum of \$500 for financial advice.

### **Redundancy Benefit**

A2.12 Where the provisions of this section provide for less than the National Employment Standards, the National Employment Standards will prevail.

A2.13 An excess employee who agrees to be voluntarily retrenched and whose employment is terminated by the agency head under Section 29 of the *PS Act* on the grounds that he /she is excess to the requirements of the Agency is entitled to be paid redundancy pay of a sum equal to 2 weeks of 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, subject to any minimum amount the employee is entitled to under the National Employment Standards.

A2.14 The minimum sum payable will be 4 weeks of salary and the maximum will be 48 weeks of salary.

A2.15 The redundancy 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.

### **Period of Notice**

A2.16 Where the excess employee agrees to be terminated, the Director or his Delegate may terminate the employee by giving the required notice of termination. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service).

A2.17 Where an employee is terminated at the beginning of, or within the notice period, the employee will receive payment in lieu of notice as set out in the *Fair Work Act 2009* for the unexpired portion of the notice period. This amount is additional to any early separation payment.

### **Periods of Service**

A2.18 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- The break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed Section 49 of the *Public Service Act 1922*.

A2.19 Subject to A2.18, service for redundancy pay purposes means:

- Service in the CDPP;
- Government service as defined in Section 10 of the *Long Service Leave Act 1976*;
- Service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for Long Service Leave purposes;
- Service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under the repealed Section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- Service in another organisation where:
  - an employee was transferred from the APS to that organisation with a transfer of function; or
  - an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
  - such service is recognised for Long Service Leave purposes.

A2.20 Any period of service which ceased through termination on the following grounds will not count as service for redundancy pay purposes:

- The employee lacks, or has lost an essential qualification for performing his or her duties;
- Non-performance, or unsatisfactory performance of duties;
- Inability to perform duties because of physical or mental incapacity;
- Failure to satisfactorily complete an entry level training course;

- Failure to meet a condition imposed under subsection 22(6) of the Act;
- Breach of the Code of Conduct;
- Any other ground prescribed by the Public Service Regulations;
- On a ground equivalent to those specified in 23.3.7a of the APS Award 1998 under the repealed *Public Service Act 1922*;
- Voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- With the payment of a redundancy benefit or similar payment or an employer financed retirement benefit.

A2.21 Absences from work which do not count as service for Long Service Leave purposes will not count as service for redundancy pay purposes.

### **Rate of Payment – Redundancy Pay**

A2.22 For the purpose of calculating any payment under A2.13-15, salary will include:

- the employee's salary at their regular and ongoing classification; or
- the salary of a higher classification, 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 termination; and
- other allowances in the nature of salary which are paid during periods of Recreation 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.

### **Redeployment**

A2.23 If an excess employee wishes to be redeployed rather than consent to termination, the Director or his Delegate will take all reasonable steps, consistent with the efficient management of the Office, to assign duties to that employee in accordance with s. 25 of the *Public Service Act*. In the first instance, this placement will be handled within the employee's home Office. The employee should pursue redeployment opportunities at the same time and may look across and outside the CDPP.

A2.24 The redeployment provisions provide an employee with intensive and immediate redeployment assistance. The Office will assist employees throughout the redeployment process by providing, amongst other things, reasonable expenses and time off to attend necessary employment interviews.

A2.25 The Director or his Delegate may choose to offer the services of a selected outplacement/career management provider at any point in the process (on and from the point the employee is advised that they are likely to become excess).

A2.26 The CDPP will ask excess employees whether they want to register for APS-wide redeployment. With the agreement of the employee, the CDPP will register the employee's interest in redeployment by submitting their resume to a central electronic database maintained by the APSC where that is in operation at that time.

A2.27 The redeployment process commences from the date the employee is advised, in writing, that they are an excess employee.

### **Salary Maintenance**

A2.28 Where the Director or his Delegate exercises his power under s. 23 of the *Public Service Act 1999* to reduce the classification of an employee; salary maintenance will be applied from the date of reduction in classification for a period of 6 months. Salary maintenance will be calculated on the basis of the employee's regular and ongoing salary.

### **Compulsory Termination**

A2.29 Subject to Clause A2.36, if after 13 weeks from the date an employee has been identified as an excess employee:

- The Director or his Delegate has been unable to assign duties to the employee (at or below level) despite having taken all reasonable steps to do so;
- The employee has not consented to termination;

the Director or his Delegate may decide to compulsorily terminate the excess employee under s. 29 of the *Public Service Act 1999*.

A2.30 The termination will proceed when the conditions outlined in Clauses A2.31 to A2.32 are satisfied.

A2.31 An excess employee cannot be compulsorily terminated unless they have rejected the opportunity to provide their consent to termination.

A2.32 An excess employee will not be compulsorily terminated without being given the required period of notice of 4 weeks (or 5 weeks in the case of an employee over 45 years of age with at least 5 years' service).

A2.33 In practice, notice of termination will be given 4 or 5 weeks before the end of the redeployment period described above to satisfy the requirements of the *Fair Work Act 2009*. If redeployment arrangements are subsequently made after the issue of the notice of termination, the notice will be withdrawn.

A2.34 Entitlements for compulsorily terminated employees will be consistent with the provisions of the National Employment Standards and the Australian Government Employment Bargaining Framework.

A2.35 An employee with 12 or more years of service who elects for redeployment and whose employment is compulsorily terminated, will receive the same entitlements on termination of employment as employees who consent to termination, except that the redundancy pay will be reduced to account for salary payments received during the redeployment period.

A2.36 An employee with less than 12 years of service, who elects for redeployment, will have the 13 week redeployment period reduced to the period as set out below. In addition these employees will be entitled to the redundancy benefit as set out in the NES.

Years of service	Redeployment period	NES redundancy benefit
1	11 weeks	4 weeks
2	9 weeks	6 weeks
3	9 weeks	7 weeks
4	9 weeks	8 weeks
5	8 weeks	10 weeks
6	8 weeks	11 weeks
7	7 weeks	13 weeks
8	7 weeks	14 weeks
9	6 weeks	16 weeks
10	11 weeks	12 weeks
11	12 weeks	12 weeks

### A3. Classification Structure, Salary Scales and Pay Increases

Table 3.1 - Classification Structure, Salary Scales and Pay Increases – Legal

APS Classification	DPP Designation	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
Executive Level 2	Principal Legal Officer	2	\$117,931	4%	\$122,648	3%	\$126,327	3%	\$130,117
Executive Level 2	Principal Legal Officer	1	\$113,062	4%	\$117,584	3%	\$121,112	1%	\$122,323
Executive Level 1	Senior Legal Officer	4	\$103,622	4%	\$107,767	3%	\$111,000	2%	\$113,220
Executive Level 1	Senior Legal Officer	3	\$98,258	4%	\$102,188	3%	\$105,254	1%	\$106,307
Executive Level 1	Senior Legal Officer	2	\$92,035	4%	\$95,716	3%	\$98,587	1%	\$99,573
Executive Level 1	Senior Legal Officer	1	\$85,280	4%	*\$89,440	3%	\$92,123	1%	\$93,044
APS Level 6	Legal Officer 2	4	\$74,428	4.5%	\$77,777	3%	\$80,110	3%	\$82,513
APS Level 6	Legal Officer 2	3	\$70,569	4%	\$73,392	3%	\$75,594	1%	\$76,350
APS Level 6	Legal Officer 2	2	\$66,668	4%	*\$70,616	3%	\$72,734	1%	\$73,461
APS Level 5	Legal Officer 2	1	\$62,178	4%	\$64,665	3%	\$66,605	1%	\$67,271

**Table 3.1 - Classification Structure, Salary Scales and Pay Increases - Legal (continued)**

APS Classification	DPP Designation	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
APS Level 4	Legal Officer 1	2	\$60,155	4%	\$62,561	3%	\$64,438	3%	\$66,371
APS Level 4	Legal Officer 1	1	\$55,454	4%	\$57,672	3%	\$59,402	1%	\$59,996

The Legal Officer 2 (APS 5 – 6) operates as a broad-band. Advancement between the salary points is dependent upon a satisfactory performance assessment under the Performance Management Scheme.

\* Salaries prior to date of commencement of \$85,280 and \$66,668 translate to \$86,000 and \$67,900 respectively before application of the 1st pay increase to incorporate the APS salary threshold adjustment.

**Table 3.2 - Classification Structure, Salary Scales and Pay Increases - Non-Legal**

APS Classification	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
Executive Level 2	3	\$115,010	4%	\$119,610	3%	\$123,198	3%	\$126,894
Executive Level 2	2	\$111,309	4%	\$115,761	3%	\$119,234	1%	\$120,426
Executive Level 2	1	\$103,622	4%	\$107,767	3%	\$111,000	1%	\$112,110
Executive Level 1	2	\$92,035	4%	\$95,716	3%	\$98,587	3%	\$101,545
Executive Level 1	1	\$85,280	4%	*\$89,440	3%	\$92,123	1%	\$93,044
APS Level 6	3	\$76,485	4%	\$79,544	3%	\$81,931	3%	\$84,389
APS Level 6	2	\$70,569	4%	\$73,392	3%	\$75,594	1%	\$76,350
APS Level 6	1	\$66,668	4%	*\$70,616	3%	\$72,734	1%	\$73,461
APS Level 5	3	\$65,467	4%	\$68,086	3%	\$70,128	3%	\$72,232
APS Level 5	2	\$63,690	4%	\$66,238	3%	\$68,225	1%	\$68,907
APS Level 5	1	\$61,775	4%	\$64,246	3%	\$66,173	1%	\$66,835
APS Level 4	3	\$60,155	4%	\$62,561	3%	\$64,438	3%	\$66,371
APS Level 4	2	\$58,470	4%	\$60,809	3%	\$62,633	1%	\$63,259
APS Level 4	1	\$55,454	4%	\$57,672	3%	\$59,402	1%	\$59,996

**Table 3.2 - Classification Structure, Salary Scales and Pay Increases - Non-Legal (continued)**

APS Classification	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
APS Level 3	3	\$53,723	4%	\$55,872	3%	\$57,548	3%	\$59,274
APS Level 3	2	\$51,317	4%	\$53,370	3%	\$54,971	1%	\$55,521
APS Level 3	1	\$49,823	4%	\$51,816	3%	\$53,370	1%	\$53,904
APS Level 2	3	\$48,527	4%	\$50,468	3%	\$51,982	3%	\$53,542
APS Level 2	2	\$46,687	4%	\$48,554	3%	\$50,011	1%	\$50,511
APS Level 2	1	\$45,011	4%	\$46,811	3%	\$48,215	1%	\$48,697
APS Level 1	7	\$42,815	4%	\$44,528	3%	\$45,864	3%	\$47,240
APS Level 1	6	\$41,149	4%	\$42,795	3%	\$44,079	1%	\$44,520
APS Level 1	5	\$38,800	4%	\$40,532	3%	\$41,748	1%	\$42,165
APS Level 1	20 years	\$35,308	91% of APS1-5	\$36,884	91% of APS1-5	\$37,991	91% of APS1-5	\$38,370
APS Level 1	19 years	\$31,248	81% of APS1-5	\$32,831	81% of APS1-5	\$33,816	81% of APS1-5	\$34,154
APS Level 1	18 years	\$27,160	70% of APS1-5	\$28,372	70% of APS1-5	\$29,224	70% of APS1-5	\$29,516
APS Level 1	Under 18 years	\$23,280	60% of APS1-5	\$24,319	60% of APS1-5	\$25,049	60% of APS1-5	\$25,299

\* Salaries prior to date of commencement of \$85,280 and \$66,668 translate to \$86,000 and \$67,900 respectively before application of the 1st pay increase to incorporate the APS salary threshold adjustment.

**Table 3.3 - Classification Structure, Salary Scales and Pay Increases - Cadets APS (Practical Training Rates)**

APS Classification	Pay point	Salary prior to date of commencement	1 <sup>st</sup> percentage pay increase	Salary on commencement after 1 <sup>st</sup> increase	2 <sup>nd</sup> percentage pay increase	Salary on 1 July 2012 after 2 <sup>nd</sup> increase	3 <sup>rd</sup> percentage pay increase	Salary on 1 July 2013 after 3 <sup>rd</sup> increase
Cadet APS	Adult	\$42,815	4%	\$44,528	3%	\$45,864	3%	\$47,240
Cadet APS	Adult	\$41,149	4%	\$42,795	3%	\$44,079	1%	\$44,520
Cadet APS	Adult	\$38,800	4%	\$40,532	3%	\$41,748	1%	\$42,165
Cadet APS	20 years	\$35,308	91% of APS1-5	\$36,884	91% of APS1-5	\$37,991	91% of APS1-5	\$38,370
Cadet APS	19 years	\$31,428	81% of APS1-5	\$32,831	81% of APS1-5	\$33,816	81% of APS1-5	\$34,154
Cadet APS	18 years	\$27,160	70% of APS1-5	\$28,372	70% of APS1-5	\$29,224	70% of APS1-5	\$29,516
Cadet APS	Under 18 years	\$23,280	60% of APS1-5	\$24,319	60% of APS1-5	\$25,049	60% of APS1-5	\$25,299