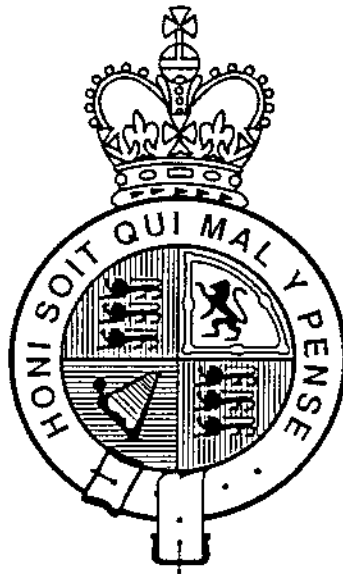


ENTERPRISE AGREEMENT

NO: E.A. 157 /1994

DATE REGISTERED: 13-5-94

PRICE: \$ 54.00



**OFFICE OF THE DIRECTOR  
OF PUBLIC PROSECUTIONS**

**ENTERPRISE AGREEMENT**

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## 1 **TABLE OF CONTENTS**

### 2 **DEFINITIONS**

- (i) "Office means the Office of the Director of Public Prosecutions, as specified in Schedule 2 of the Public Sector Management Act, 1988.
- (ii) "DPP" means the Office of the Director of Public Prosecutions, as specified in Schedule 2 of the Public Sector Management Act, 1988.
- (iii) "Director" means the Director of Public Prosecutions.
- (iv) "Public Service" means the Public Service of NSW, as defined in the Public Sector Management Act, 1988.
- (v) "Associations" shall mean the Public Service Association of NSW and the Professional Officers' Association of NSW.
- (vi) "Officer" means a person permanently or temporarily employed either as a full time or part time employee, in any capacity under the provisions of part 2 of the Act, and includes an Officer on probation, but does not include the Director, statutory appointees or a member of the Senior Executive Service as defined under the Act.
- (vii) "Temporary employee" means a person employed pursuant to the provisions of S.38 of the Act.
- (viii) "Position" means a position as dealt with in S.8 of the Act.
- (ix) "Service" means continuous service for salary purposes.

### 3 **PARTIES**

The Parties to this agreement are:

- (i) The Public Employment Industrial Relations Authority (PEIRA) and The Office of the Director of Public Prosecutions.
- (ii) The Public Service Association of New South Wales.
- (iii) The Professional Officers' Association of New South Wales.

### 4 **INTENTIONS/AIMS OF THE AGREEMENT**

- 4.1 This agreement is based on a commitment to a more flexible and professional Office; accommodating work and family issues; the need to increase productivity and performance and to focus attention on the achievement of the organisation's goals.

4.2 The agreement was developed through cooperative negotiations with management and association representatives, on behalf of staff and seeks to achieve these changes by:

- introducing effective consultative mechanisms and increasing the level of management discretion and responsibility at local levels. This will give staff greater input into decisions that effect the work environment and ensure accountability and responsibility for decisions;
- establishing a performance based culture and a commitment to customer service and continual improvement; and
- providing and enhancing career paths and salary structures for all officers with the flexibility to accommodate future changes to the legal profession.

## 5 PERIOD OF OPERATION

This agreement shall commence on the day of its registration by the Industrial Registrar and shall operate until 30 June, 1995.

## 6 PRODUCTIVITY

6.1 Productivity improvements will be measured using mechanisms already in place for measuring output and compliance with time standards incorporated in Office policies and guidelines. Effectiveness will be gauged by progress made towards achieving the objective of no more than six months between the time a charge is laid until trial. Performance indicators are:

- (i) Continued reduction in (a) the backlog of trials and (b) the number of trials older than 12 months.
- (ii) Increase in the percentage of trials complying with 110 and 180 day time standards (days from committal to trial).
- (iii) Decrease in the number of trials adjourned upon Crown application.
- (iv) Decrease in percentage of overdue notices of readiness.
- (v) Increase in the number of matters dealt with at the first (arraignment) date.
- (vi) Increase in the percentage of briefs screened within the time standards.
- (vii) Decrease in the number of:
  - a) matters committed to the District Court;
  - b) no bill and no further proceeding directions; and
  - c) instances where a plea is taken to a lesser charge in the District Court

as a result of improvements in the standard of screening briefs.

6.2 Progress in the development of a customer service culture will be monitored and evaluated on the basis of the implementation of strategies in the 1993/94 Corporate Plan.

6.3 The indicators to measure productivity improvements resulting from multi-skilling and more flexible hours and conditions will be:

(i) the number of re-designed positions and

(ii) the number of staff who satisfy competency requirements.

A further indicator will be staff turnover and information obtained from exit interviews.

## 7 PROGRESSION AND INCREMENTS

7.1 Each officer will be known as a Prosecution Officer and be paid within the following salary levels.

### From Commencement of Agreement

	1	2	3	4	5	6	7	8	9	10	11
<b>PROSECUTION OFFICER (ADMINISTRATIVE)</b>											
LEVEL 1	14,528	17,497	18,876	20,128	20,679	21,551	22,488	23,924	25,057*	26,439	27,215
LEVEL 2	26,439	27,215	27,976	28,741*	29,555	30,448	31,399	32,362			
LEVEL 3	34,890	35,991	37,402	38,497							
LEVEL 4	38,851	40,838	42,538	43,890							
LEVEL 5	45,197	46,469	48,266	49,808							
LEVEL 6	52,276	54,493	57,907	60,457							

<b>PROSECUTION OFFICER (LAWYER)</b>											
LEVEL 1	31,661	34,270	35,991*	38,099	40,048	41,647*	43,890	45,197	46,942*	48,846	
LEVEL 2	50,292	51,262*	53,905	54,960							
LEVEL 3	57,907	59,125	60,457								
LEVEL 4	62,000 RANGE 73,000										

### From 1 July, 1994

	1	2	3	4	5	6	7	8	9	10	11
<b>PROSECUTION OFFICER (ADMINISTRATIVE)</b>											
LEVEL 1	14,964	18,022	19,236	20,732	21,299	22,198	23,163	24,642	25,809*	27,232	28,031
LEVEL 2	27,232	28,031	28,815	29,603*	30,442	31,361	32,341	33,333			
LEVEL 3	35,937	37,071	38,524	39,652							
LEVEL 4	40,841	42,063	43,814	45,207							
LEVEL 5	46,553	47,863	49,817	51,302							
LEVEL 6	53,844	56,128	59,644	62,271							

<b>PROSECUTION OFFICER (LAWYER)</b>											
LEVEL 1	32,811	35,298	37,071*	39,242	41,249	42,896*	45,207	46,553	48,350*	50,311	
LEVEL 2	51,801	52,800*	55,522	56,609							
LEVEL 3	59,644	60,899	62,271								
LEVEL 4	63,860 RANGE 73,000										

7.2 Movement from one salary point to another within a level will be subject to 'satisfactory' assessment under the Performance Management System (See clause 14).

7.3 There are also competency requirements for progression beyond certain salary points as follows:

Administrative	<u>Level 1</u>	point 9
	<u>Level 2</u>	point 4
Lawyer	<u>Level 1</u>	points 3, 6, 9
	<u>Level 2</u>	point 2

7.4 Salary point 10 has been added in recognition of Prosecutions Officers (Lawyer) undertaking a wider range of advocacy work. The competency requirement for progression beyond salary point 9 will reflect this requirement.

7.5 Progression to a salary point requiring a competency requirement is dependent on the possession of the competency requirement, the availability of work requiring the competency and the use of that competency (see clause 10).

7.6 Where salary progression is withheld, a review will take place at the next available progress review date, i.e. 6 months later.

7.7 Appointment from one level to another shall be by promotion on merit, subject to a vacancy in the relevant level.

7.8 Appointments to level 1 of the Prosecution Officer (Administrative) scale for persons possessing a Higher School Certificate shall be point 2 or higher.

7.9 Any officer age 21 years or over should be paid no less than the salary prescribed for level 1, point 4.

7.10 Salary points do not apply to level 4 for Prosecution Officer (lawyer). Officers will be appointed substantively to the minimum rate. Payment at a higher salary will be by allowance and will be determined by the Director upon appointment and reviewed annually.

Officers whose work consists substantially of trial work and whose performance is assessed as satisfactory will be paid by allowance to the maximum level. The quantum of allowance paid to an officer will be reviewed annually in the light of the availability of trial work and assessment under the performance management system.

The salary and allowance will count for superannuation and will be paid during periods of paid leave.



## **8 TRANSITION**

- 8.1** *Officers employed by DPP at the date of registration of this Agreement, shall retain the entitlement to progress to a salary level at least equal to the maximum increment of their salary classification and grade applying under pre-existing awards, determinations and agreements without having to meet the competency requirements introduced by this Enterprise Agreement.*
- 8.2** *Until the competencies are developed, progression beyond a competency barrier will only be permitted if an officer would have been eligible to progress to a salary higher than the barrier point under the award, agreement or determination which previously applied to the officer.*
- 8.3** *Annexure C sets out the transitional arrangements for salary rates upon registration of the agreement.*
- 8.4** *Positions with a maximum salary less than or equivalent to the maximum rate for Clerk, Grade 1 in the Crown Employees (Administrative and Clerical Officer) Award will be Prosecution Officer, Level 1 positions under this agreement.*

*Positions with a maximum salary greater than the maximum rate for Clerk Grade 1 in the Crown Employees (administrative and clerical officers) Award but less than or equivalent to the maximum rate for Clerk, Grade 4 in the Crown Employees (administrative and clerical officers) Award will be Prosecution Officer (administrative) Level 2 positions.*

## **9 JOB REDESIGN/MULTI-SKILLING**

*All positions which translate to Prosecution Officer (Administrative) Level 1 as a result of this Agreement will be reviewed within six months of the date of registration of the Agreement. Where practicable, the positions will be redesigned to broaden the range of duties, define appropriate skill competencies and promote opportunities for employees to develop and retain additional skills required for progression to higher levels.*

*Job redesign and multi-skilling introduced during the term of this Agreement will not be achieved through cost cutting or staff reductions, unless agreed between the parties.*

## **10 COMPETENCIES**

- 10.1** *A competency comprises specification of knowledge and skill and the application of that knowledge and skill to perform the activities within an occupation or industry level, to the standard of performance required in employment.*
- 10.2** *Competencies based on the relevant skill and qualification requirements will be developed and implemented for the following levels:*

*Prosecution Officer (Administration)  
Level 1 Point 9  
Level 2 Point 4*

Prosecution Officer (Lawyer)  
 Level 1 Point 3  
 Level 1 Point 6  
 Level 1 Point 9  
 Level 2 Point 2

- 10.3** Competencies for each appropriate salary point and level shall be developed within 6 months of date of registration of the Agreement and shall be developed having regard to National Training Competency Standards.
- 10.4** Officers will be given every opportunity to obtain the competencies required by clause 10.2. Each officer will be entitled to develop a personal action plan for the provision of appropriate training and learning experiences. It is appropriate that an officer's skill requirements will be recorded in his/her Performance Management Workplan.
- 10.5** If for any reason the parties cannot develop agreed competencies within six (6) months of the registration of this Agreement, each Officer who has completed a minimum of twelve (12) months continuous service with the Office at a position and level described in 10.2, and who has received at least a "satisfactory" assessment under the Office's Performance Management System, shall be deemed by the Office as competent for the purposes of progression in accordance with clause 7.5.

## **11 EFFICIENCY ALLOWANCES**

Efficiency allowances (eg typing and shorthand) and word processing allowances payable under various awards and agreements are included in gross salary in the new salary structures.

## **12 LEAVE LOADING**

- 12.1** By the terms of this Agreement, payment for annual leave loading will be as follows:-
- (i) 1993 leave loading payable during the leave loading year 1st December, 1993 to 30 November, 1994 will be paid in accordance with Section 7.13, Part 2, Division 2 of the Personnel Handbook.
  - (ii) 1994 and subsequent leave loadings will be paid to all eligible staff on the first pay in December, 1994 and subsequent years. The leave loading payable will be calculated under the provision of Section 7.13, Part 2, Division 2 of the Personnel Handbook.

## **13 PERFORMANCE MANAGEMENT**

- 13.1** The Office's Performance Management System shall be used as a basis for determining an officer's eligibility for salary progression. The system will be reviewed annually, or more regularly if requested by any party to the agreement, to ensure the efficiency of the system and guard against gender, race or other bias.

13.2 The parties to this Agreement shall ensure during the term of the Agreement that the Office's Performance Management System becomes a process which will:

- (i) Improve and enhance communication between supervisors and officers, at all levels of the Office.
- (ii) Ensure that personal Work Plans developed between supervisors and officers are realistic, achievable and satisfy scrutiny of any party to the Agreement in the event of a grievance.
- (iii) Allow officers to take personal control and accountability for the work allocated to them.
- (iv) Include mechanisms by which the Office can identify appropriate training and career development programs for individual, or groups of officers.
- (v) Provide a consistent and objective approach to the management of the individual performance of officers employed by the Office.
- (vi) Encourage officers to develop their full potential in carrying out their duties and responsibilities.

#### 14 PROGRESSION REQUIREMENTS

14.1 The work plan developed between the officer subject to review and the supervisor shall:

- (i) Include the requirements of the position.
- (ii) Address the officer's needs for improvement and development.
- (iii) Provide for improvement of the officer over each review period.

Upon assessment, an officer may be assessed as:

- **Satisfactory.** To be assessed as satisfactory there must be an improvement in performance over the review period.
- **Needs improvement.** An officer will be assessed as needs improvement if there is no improvement in performance over the review period or the requirements of the position have not been met.
- **Unsatisfactory.** An officer will be assessed as unsatisfactory if there is no improvement in performance over the review period and the requirements of the position have not been met.

14.2 In the event that an officer is assessed as either "needs improvement" or "unsatisfactory", then he/she shall not be entitled to progress to the next salary point.

14.3 Those assessed as "needs improvement" may progress at the time of the next assessment provided those areas defined as requiring improvement have been fully addressed and are then satisfactory.

- 14.4 Any officer assessed as "unsatisfactory" shall be informed of the reasons for such assessment and be provided with adequate and appropriate training in the areas of inadequacy. Provided such a person is able to achieve a "satisfactory" standard, then he/she may at the time of the next assessment progress to the next level.

Any officer assessed as "unsatisfactory" and fails to achieve the required standards after appropriate training and counselling may be subject to proceedings for unsatisfactory performance.

- 14.5 Where an officer is assessed as needs improvement or unsatisfactory there is a right of appeal against the decision. The appeal process is detailed in the performance management system guidelines.

## 15 JOB EVALUATION

- 15.1 A points factor job evaluation system will be used to classify and grade positions. The Cullen Egan Dell (CED) methodology is currently being used. Management and the Associations will consult where it is proposed to use an alternative methodology.

The points/grade table for the salary structures in this agreement are in Annexure D.

- 15.2 Where the Director is not satisfied that a Level 2, Prosecution Officer position has a work value range as broad as the level determined under the points/grade table, the upper part of the salary range that reflects the range of work value will be applicable to the position.

## 16 WORKING HOURS AND ARRANGEMENTS

### 16.1 General

- 16.1.1 A flexible approach will be adopted by officers and management in relation to normal working hours and working arrangements.

- 16.1.2 Whilst endeavouring to adopt a mutually agreeable arrangement is the aim of this clause, the decisions in these matters must be subject to organisational convenience and an appropriate level of service being provided.

### 16.2 Working Hours

- 16.2.1 Normal working hours are 35 hours per week, Monday to Friday.

- 16.2.2 The conditions of the Flexible Working Hours Agreement shall apply to officers with the exception of the sections relating to bandwidth (clause 5), coretime (clause 6), accumulation and carry over (clause 12) and Flexileave (clause 13) of that Agreement, which are replaced by 2.3 - 2.9 below.

- 16.2.3 The standard bandwidth commences at 7.00 am and ceases at 7.00 pm.

- 16.2.4 *Standard coretime applying to normal working hours is between 9.30 am – 3.30 pm.*
- 16.2.5 *Bandwidth or coretime may be varied on a temporary basis at the request of the officer and by mutual agreement between the officer and the supervisor.*
- 16.2.6 *Flexible working hours will only be available on the condition that an adequate service is maintained at all times. All areas of the Office must be appropriately staffed between the hours of 9.00 am to 5.00 pm.*
- 16.2.7 *Up to two full flexi days may be taken during any settlement period.*
- 16.2.8 *Up to 5 flexi days in excess of the 10 hour carry over may be accumulated in any 12 month period. The maximum balance is not to exceed 5 days. Accumulated flexi-days can be taken in addition to the leave under 16.2.7.*
- 16.2.9 *The number of credit or debit hours carried forward from a settlement period must not exceed 10 after deducting time for flexi days accumulated under clause 16.2.8.*

### **16.3 Work Locations – Working at Home**

- 16.3.1 *Circumstances may arise where an officer requests to work from home or other location away from the Office (e.g. a court) rather than attend at or return to the normal place of work.*
- 16.3.2 *Approval may be given for such arrangements provided:*
- (i) it is efficient and effective to do so; and*
  - (ii) that it is an irregular occurrence to meet special circumstances (e.g. finishing court early at a location away from the Office; work on special projects of an intensive nature or due to a temporary crisis which prevents attendance at the workplace);*
  - (iii) that appropriate outcomes to be achieved will be mutually agreed between the supervisor and officer involved; and*
  - (iv) that the officer is able to be contacted by telephone whilst working away from the Office.*

## **17 TRAINING AND DEVELOPMENT**

17.1 *The Office's commitment to training and development includes:*

- (i) The provision of training required for continuing legal education.*
- (ii) The provision of training required to meet competency requirements.*

- (iii) *The provision of training and development to meet the identified needs of officers to undertake the functions of the Office.*
- (iv) *An expectation that managers will release officers for training.*
- (v) *The payment of HECS or compulsory fees for tertiary courses up to undergraduate level which are relevant to the officer's work in the DPP. The guidelines and conditions for the reimbursement of fees are included in the Offices Policy and Procedure for the Reimbursement of Fees.*

**17.2** *The guidelines and conditions for the reimbursement of fees, as contained in the Office's Policy and Procedure for Reimbursement of Fees shall be complied with during the term of the Agreement.*

## **18 TRAVELLING COMPENSATION**

**18.1** *The provisions of the Crown Employees (Travelling Compensation) Award is varied to the extent that:*

- (i) *Travelling time will accrue as flexi-time during the standard flexitime bandwidth. Travelling time counted on a work day shall be reduced by the time normally taken for the periodic journey from home to headquarters and return.*
- (ii) *An officer may choose to count travelling time outside the bandwidth as on duty. Travelling time counted on a work day shall be reduced by the time normally taken for the periodic journey from home to headquarters and return. Entitlement will be calculated under the provisions of the Crown Employees (Travelling Compensation) Award and the time recorded on the flexitime sheet as on duty.*
- (iii) *Where an officer applies for leave in lieu under the provisions of the Crown Employees (Travelling Compensation) Award as varied in (i) and (ii) above, authority is delegated to officers in charge to consider and approve applications.*

## **19 SPECIAL LEAVE**

**19.1** *Special Leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave. Details of leave qualifying as special leave are set out in Part 2 Section 10 NSW Public Service Personnel Handbook.*

**19.2** *Supervisors shall have the authority to approve special leave. The officers request and supervisors approval shall be noted and signed by both the officer and supervisor on the back of the time sheet of the officer granted the special leave.*

**19.3** *Officers shall complete the front of their time sheets as being on duty during the period of leave.*

## **20 FAMILY AND EMERGENCY LEAVE**

- 20.1** Family and emergency leave is paid leave which may be granted in circumstances of pressing necessity. It shall be granted subject to DPP convenience and shall be limited to the time necessary to cover the emergency or circumstance.
- 20.2** The granting of family and emergency leave shall be limited to:
- (i) During the first twelve months of service – two and one half working days.
  - (ii) After completion of twelve months of service – five working days in any period of 2 years.
  - (iii) After completion of two years of service – a further one day for each year of service in addition to the grant in sub clause (ii) above, less any short leave previously granted, whichever is greater.
- 20.3** Family and emergency leave may be granted for unforeseen illness of a close family member where no other family member is available to provide care; arranging or attending the funeral of a close family member; where weather conditions threaten life or property; the officer is prevented from attending work due to severely inclement weather or other emergency situations.
- 20.4** Family and emergency leave is not available as a matter of course for the following purposes. However, the Director may grant the leave if satisfied that the granting of family and emergency leave is warranted.
- (a) accommodation matters (such as attendance at court as a defendant in an eviction action, arranging accommodation, or to remove furniture and effects);
  - (b) citizenship matters;
  - (c) involvement in a motor accident on the way to work;
  - (d) representing Australia or the State as competitors in major amateur sport (other than Olympic/Commonwealth Games);
  - (e) Office Holders in Local Government other than as Mayor, President or Chairman, for attendance at meetings, conferences or other associated duties.
- 20.5** These provisions replace the short leave provisions contained in part 2 Section 8 of the Public Service Personnel Handbook.

## **21 CAREER BREAK SCHEME**

- 21.1** Officers may take up to 3 years leave under the Career Break Scheme to undertake family responsibilities.

- 21.2 *The objective of the Career Break Scheme is to retain skilled staff and for the officer to remain in touch with the Office and their area of expertise.*
- 21.3 *An initial application will be considered for up to 3 years leave. Leave without pay conditions will apply to the leave.*
- 21.4 *An officer must have twelve months service with the Office before they are eligible for the Career Break Scheme.*
- 21.5 *The maximum amount of leave that can be taken under the Career Break Scheme is six years during an officer's employment with the Office.*
- 21.6 *Under the scheme the Office will maintain contact by:*
- *Sending newsletters to the officer on a regular basis.*
  - *Providing the opportunity for the officer to participate in training.*
  - *Offering short term or part time work opportunities to officers on the scheme before recruiting temporary employees.*

## **22 PART-TIME WORK**

- 22.1 *The Office is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.*
- 22.2 *The part-time arrangements must be acceptable to both the Office and the officer.*

## **23 CONSULTATION BETWEEN THE OFFICE AND ASSOCIATIONS**

- 23.1 *The Office and Associations will establish a consultative committee which will meet within one month following registration of this Agreement.*
- 23.2 *The consultative committee may consist of 4 management representatives and 4 representatives of the Associations. Association representatives may comprise delegates employed by the Office or full time officers of the Association.*
- 23.3 *The consultative committee shall meet monthly, or as otherwise agreed to between the parties and shall be responsible for the following:*
- (i) *Implementation of the Agreement, following registration, and communication with officers employed by the Office on any issue arising out of the implementation and transition process.*
  - (ii) *Consultation between the parties to the Agreement on the following:*
    - *work and job redesign proposals;*
    - *development of competency requirements;*
    - *training and skills acquisition for officers;*



- *job evaluation outcomes;*
- *performance Management System;*
- *customer service program and continual improvement;*
- *working hours arrangements; and*
- *any matter considered relevant to the maintenance and improvement of employee relations between the parties during the term of the Agreement, and thereafter.*

**23.4** *The committee shall attempt as far as possible to reach decisions by consensus. Recommendations and findings of the committee shall be forwarded to the Director for consideration.*

## **24 CUSTOMER SERVICE PROGRAM**

**24.1** *The parties to this Agreement shall facilitate consultation and co-operation at the local level between management and officers under their supervision, on methods to improve service delivery to the Office's clients.*

**24.2** *Where it may be necessary to redesign or restructure jobs to respond to client needs, there shall be full consultation between the parties to this Agreement and such proposals shall be subject to agreed job design and job evaluation processes.*

**24.3** *Where such proposals may require the provision of training to officers affected by job redesign, the DPP shall offer those officers the necessary training opportunities.*

## **25 GRIEVANCE AND DISPUTE PROCEDURE**

**25.1** *All grievances (including grievances related to EEO issues), disputes or difficulties relating to the provisions of this Agreement shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the DPP, if required.*

**25.2** (i) *Officers are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.*

(ii) *The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within 7 days of the matter being brought to attention.*

(iii) If the matter is unresolved with the immediate supervisor or manager, the officer may request to meet with the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within 7 days. This sequence of reference to successive levels of management may be pursued by the officer until the matter is referred to the Director of Public Prosecutions.

(iv) In the event that the matter remains unresolved, the Director of Public Prosecutions shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.

25.3 An officer may request to be represented by an Association representative at any stage of the procedures.

25.4 (i) The officer or Association on his/her behalf, or the Director of Public Prosecutions may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.

(ii) The officer and/ or Association and/or the DPP shall agree to be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

25.5 Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except that in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any Officer, or member of the public.

## 26 ASSOCIATION MEMBERSHIP SUBSCRIPTIONS

26.1 Officers who are members of an Association on the date of registration of the Agreement, and thereafter, or who elect to join an Association after the date of registration of the Agreement, shall have their membership subscription deducted by the Office, provided that:

- the Officer has filled out the payroll deduction authorisation for the Association and has been forwarded to the Office.

26.2 The Office shall be responsible for forwarding the membership subscriptions collected to the Association every month, or as otherwise agreed between the parties.

**27 INDUCTION OF OFFICERS**

*During the term of this Agreement, the Associations shall be invited to attend staff inductions held by the Office for new Officers joining the Office. Association representatives shall be permitted to distribute Association promotional material to new Officers, and address the meetings for an agreed period of time.*

**28 DISTRIBUTION OF THE AGREEMENT**

*Following the registration of this Agreement, the Director shall be responsible for ensuring that each Officer employed by the Office on the date of registration, and thereafter, receives a copy of the Agreement, and any variation(s) to the Agreement made by the parties during the Agreement's term.*

**29 EFFECT OF ADJUSTMENT OF MINIMUM AWARD RATES**

*In the event of the salary rates for ordinary hours of employment (as determined by an otherwise relevant award) being increased for employees to which this Agreement applies, such that the award rate is higher than the salary rate for ordinary hours fixed in Clause 7.1 of this Agreement, the higher rate shall be taken to be fixed by this Agreement in place of the rate prescribed by Clause 7.1 at the time of signing of this Agreement.*

30 DECLARATION

The parties to this Agreement declare that it was not entered into under duress.

THIS AGREEMENT IS MADE AT SYDNEY ON 24th DAY OF February 1993.

Signed for and on behalf of  
THE PUBLIC EMPLOYMENT INDUSTRIAL  
RELATIONS AUTHORITY by the  
Director-General of the  
Department of Industrial  
Relations, Employment, Training  
and Further Education  
in the presence of:

*Colin Gellatly*  
.....  
Director-General

*[Signature]*  
.....

Mr. R.O. Blanch, Q.C.,  
Director of Public Prosecutions  
signed this Agreement in  
the presence of:

*[Signature]*  
.....  
Director

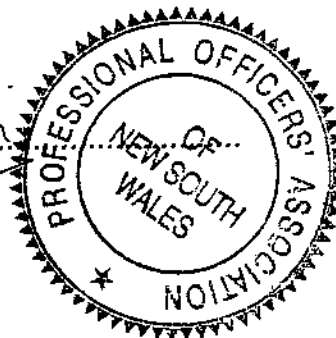
*[Signature]*  
.....

The Public Service Association  
of New South Wales in  
the presence of:

*[Signature]*  
.....  
Maurice GIBSON  
P.S.A. Secretary

*[Signature]*  
.....

The Professional Officers'  
Association of New South Wales  
in the presence of:

*[Signature]*  
.....  


*[Signature]*  
.....

**LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS THAT THE  
ENTERPRISE AGREEMENT PREVAILS OVER**

**Awards**

*Crown Employees (Administrative and Clerical Officers) Award*  
*Crown Employees (Librarians) Award*  
*Crown Employees (Legal Officers) Award*  
*Crown Employees (Public Service General Division Staff Salaries) Award*  
*Crown Employees (Public Sector Salaries, December, 1993) Award*

**Agreements**

<i>2368 of 1982</i>	<i>General Division Officers</i>	
<i>2346 of 1981</i>	<i>Stenographers and Machine Operators</i>	
<i>2347 of 1981</i>	<i>Clerical Assistants</i>	
<i>2348 of 1981</i>	<i>Typists and Communications Assistants</i>	
<i>2384 of 1982</i>	<i>Library Technicians Agreement</i>	
<i>2478 of 1985</i>	<i>General Division Driver/Assistant</i>	<i>etc. Various</i>
	<i>Department</i>	
<i>2515 of 1988</i>	<i>Clerical Officer Agreement</i>	

**LIST OF AWARDS/AGREEMENTS AND CLAUSES THAT THE ENTERPRISE AGREEMENT PREVAILS OVER IN PART**

*Agreement No. 2275 of 1980 Flexible Working Hours*

- \* *Clause 5 Bandwidth*
- \* *Clause 6 Coretime, and*
- \* *Clause 12 Accumulation and carry over*
- \* *Clause 13 Flexileave*

*Crown Employees (Travelling Compensation) Award 1986*

- \* *Clause 2 (i) and (ii)*



AWARDS AND AGREEMENTS

ENTERPRISE AGREEMENT

Classification	Grade	Salary (effective from 14.1.94)	Salary Level - Step	Salary from commencement of agreement	Salary from July, 94
	5 20	18676	L1-S3	18676	19236
	6 21	20128	L1-S4	20128	20732
	7	20679	L1-S5	20679	21299
	8	21551	L1-S6	21551	22198
	9	21944	L1-S7	22488	23163
	10	22488	L1-S7	22488	23163
Clerical Officer	Grade 1/2				
	1 U17	12076	L1-S1	14528	14964
	2 17	14528	L1-S1	14528	14964
	3 18	17497	L1-S2	17497	18022
	4 19	18676	L1-S3	18676	19236
	5 20	20128	L1-S4	20128	20732
	6 21	20679	L1-S5	20679	21299
	7	21551	L1-S6	21551	22198
	8	21944	L1-S7	22488	23163
	9	22488	L1-S7	22488	23163
	10	23320	L1-S8	23924	24642
	11	24165	L1-S9	25057	25809
	12	25057	L1-S9	25057	25809
	Grade 3				
	1	26439	L1-S10	26439	27232
	2	27215	L1-S11	27215	28031
	Grade 4				
	1	27976	L2-S3	27976	28815
	2	28741	L2-S4	28741	29603
	Grade 3/4				
	1	26439	L2-S1	26439	27232
	2	27215	L2-S2	27215	28031
	3	27976	L2-S3	27976	28815
	4	28741	L2-S4	28741	29603
	Grade 5				
	1	29555	L2-S5	29555	30442
	2	30448	L2-S6	30448	31361
	Grade 6				
	1	31399	L2-S7	31399	32341
	2	32362	L2-S8	32362	33333
	Grade 7				
	1	34890	L3-S1	34890	35937
	2	35991	L3-S2	35991	37071
	Grade 8				
	1	37402	L3-S3	37402	38524
	2	38497	L3-S4	38497	39652
Assistant Service Officer	C122	20128	L1-S4	20128	20732
	C123	20326	L1-S5	20679	21299
	C125	20679	L1-S5	20679	21299
	C126	20679	L1-S5	20679	21299
	C128	21069	L1-S6	21551	22198
Stenographers & Machine Operators	1 U17	11470	L1-S1	14528	14964
	2 U17	13613	L1-S1	14528	14964
	3 18	15443	L1-S2	17497	18022
	4 19	17497	L1-S2	17497	18022
	5 20	18507	L1-S3	18676	19236
	6 21	20505	L1-S5	20679	21299
	7	21069	L1-S6	21551	22198
	8	21766	L1-S7	22488	23163
Progression to 9th year requires 100 wpm shorthand or lower level machine operators exam					
	9	23510	L1-S8	23924	24642
	10	23924	L1-S8	23924	24642
Progression to 11th year requires 120wpm shorthand or higher level machine operators exam					
	11	24599	L1-S9	25057	25809
	12	25057	L1-S9	25057	25809
Graded Positions					
Gde 1 Min		26439	Note 1		
Max		27215	Note 1		
Gde 2 Min		27976	L2-S3	27976	28815
Max		28741	L2-S4	28741	29603



## AWARDS AND AGREEMENTS

## || ENTERPRISE AGREEMENT

Classification	Grade	Salary (effective from 14.1.94)	Salary Level - Step	Salary from commencement of agreement	Salary from July, 94	
	Gde 3 Min	29555	L2-S5	29555	30442	
	Max	30448	L2-S6	30448	31361	
Typists	1 U17	11470	L1-S1	14528	14964	
	2 17	12802	L1-S1	14528	14964	
	3 18	14528	L1-S1	14528	14964	
	4 19	16501	L1-S2	17497	18022	
	5 20	18507	L1-S3	18676	19236	
	6 21	20128	L1-S4	20128	20732	
	7	20505	L1-S5	20679	21299	
	8	21069	L1-S6	21551	22198	
Senior Typist	1	21944	L1-S7	22488	23163	
	2	22488	L1-S7	22488	23163	
	Efficiency Allowance					
	60 wpm	360				
	70 wpm	600				
Clerical Assistant	1 U17	10749	L1-S1	14528	14964	
	2 17	12076	L1-S1	14528	14964	
	3 18	14528	L1-S1	14528	14964	
	4 19	16501	L1-S2	17497	18022	
	5 20	17497	L1-S2	17497	18022	
	6 21	19413	L1-S4	20128	20732	
	7	20128	L1-S4	20128	20732	
	8	20679	L1-S5	20679	21299	
	9	21069	L1-S6	21551	22198	
	Class 1					
	Min	21944	L1-S7	22488	23163	
Max	22488	L1-S7	22488	23163		
Class 2						
Min	23320	L1-S8	23924	24642		
Max	23924	L1-S8	23924	24642		
Class 3						
Min	24395	L1-S9	25057	25809		
Max	25057	L1-S9	25057	25809		
Class 4						
Min	25539	L1-S10	26439	27232		
Max	25983	L1-S10	26439	27232		
Assistant Library Technician	U 17	10749	L1-S1	14528	14964	
	1 7	12602	L1-S1	14528	14964	
	18	14528	L1-S1	14528	14964	
	19	17497	L1-S2	17497	18022	
	20	18507	L1-S3	18676	19236	
	1st Year	20326	L1-S5	20679	21299	
	2nd	20875	L1-S6	21551	22198	
	3rd	21766	L1-S7	22488	23163	
	4th	22488	L1-S7	22488	23163	
	5th/Gr 2	23096	L1-S8	23924	24642	
	6th	23924	L1-S8	23924	24642	
	7th	24599	L1-S9	25057	25809	
	8th	25340	L1-S10	26439	27232	
	Senior Library Technician	1st Year	28741	L2-S4	28741	29603
		2nd	29555	L2-S5	29555	30442
3rd		30143	L2-S6	30448	31361	
4th		31094	L2-S7	31399	32341	
Library Technician	1	25983	L2-S1	26439	27232	
	2	26717	L2-S2	27215	28031	
	3	27215	L2-S2	27215	28031	
	4	28215	L2-S4	28741	29603	
Senior Librarian	Gde 1 1st	34270	L3-S1	34890	35937	
	2nd	35273	L3-S2	35991	37071	
	Gde 2 1st	36672	L3-S3	37402	38524	
	2nd	37764	L3-S4	38497	39652	
	3rd	39258	L4-S1	39651	40841	
Departmental Driver/ Assistant		24852	L1-S9	25057	25809	

## AWARDS AND AGREEMENTS

## || ENTERPRISE AGREEMENT

Classification	Grade	Salary (effective from 14.1.94)		Salary Level - Step	Salary from commencement of agreement	Salary from July, 94
Legal Officers	Grade I	1		L1-S1	31661	32611
		2		L1-S1	31661	32611
		3		L1-S1	31661	32611
		4		L1-S1	31661	32611
		5		L1-S1	31661	32611
	Grade II	1		L1-S2	34270	35298
		2		L1-S3	35991	37071
		3		L1-S4	38099	39242
		4		L1-S5	40048	41249
		5		L1-S6	41647	42896
	Grade III	1		L1-S7	43890	45207
		2		L1-S8	45197	46553
		3		L1-S9	46942	48350
	Grade IV	1		L2-S1	50292	51801
		2		L2-S2	51262	52800
	Grade V	1		L2-S3	53905	55522
		2		L2-S4	54960	56609
	Grade VI	1		L3-S1	57907	59644
2			L3-S2	59125	60899	

## PROSECUTION OFFICERS - ADMINISTRATIVE

POINTS GRADE TABLE FOR AWARDS/AGREEMENTS			POINTS GRADE TABLE FOR ENTERPRISE AGREEMENT		
Grade	Points		Level	Points	
	Minimum	Maximum		Minimum	Maximum
General Scale	40	120	Level 1	40	141
1	121	141			
1	121	141			
2	142	170	Level 2	121	233
3	171	188			
4	189	233			
5	234	283			
6	284	320	Level 3	234	320
7	321	357			
8	358	376	Level 4	321	376
9	377	416			
10	417	468	Level 5	377	468
11	469	544			
12	545 upwards		Level 6	469 upwards	

**PROSECUTION OFFICERS - LAWYER**

<b>PROSECUTION OFFICERS - LAWYER</b>				
I-III	220	365	Level 1	220      365
IV	366	420	Level 2	366      520
V	421	520		
VI	521	549	Level 3	521      549
No existing grade	550 upwards		Level 4	550 upwards