



Meat Program Agreement
2007 - 2010

**Australian Quarantine and Inspection Service
Meat Program Agreement 2007- 2010**

DEPARTMENT OF AGRICULTURE FISHERIES AND FORESTRY

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SECTION A: INTRODUCTORY AND GENERAL MATTERS

Clause 1 : Title

This Agreement shall be known as the Meat Program Agreement 2007- 2010.

Clause 2 : Persons Bound

- 2.1 This Agreement is made under section 328 of the WR Act between:
- The Secretary;
 - The Community & Public Sector Union (CPSU); and
 - APS Meat Inspectors employed under the Act performing meat inspection and related functions in the meat inspection program.

Clause 3 : Objectives

- 3.1 This Agreement is aimed at maximising flexibility in the way in which meat inspection services are delivered to industry and optimising the efficiency and effectiveness (including cost effectiveness) of AQIS's service delivery arrangements.
- 3.2 This agreement recognises the need for staff to reasonably balance work and family obligations. To this end, AQIS should not require staff to work excessive hours.
- 3.3 This Agreement seeks to harmonise, as far as possible, industry and AQIS arrangements.

Clause 4 : Comprehensive Agreement and Duration

- 4.1 This Agreement will commence upon lodgement with the Office of the Employment Advocate (OEA) and nominally expire on 23 June 2010.
- 4.2 This Agreement is a comprehensive agreement, and excludes the protected award conditions (as defined in the WR Act, as amended from time to time), within the *Australian Public Service Award 1998* (as varied from time to time).
- 4.3 The protected award conditions are award conditions that are excluded from the Agreement, that would, but for this Agreement, have effect in relation to the employment of APS Meat Inspectors under this Agreement and relate to the following matters: rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates, outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the WR Act.
- 4.4 It is acknowledged that the employment of APS Meat Inspectors covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts):

The Workplace Relations Act 1996;

The Long Service Leave (Commonwealth Employees) Act 1976;

The Maternity Leave (Commonwealth Employees) Act 1973;
The Superannuation Act 1976;
The Superannuation Act 1990;
The Superannuation Act 2005;
The Superannuation Productivity Benefit Act 1988;
The Superannuation Benefits (Supervisory Mechanisms) Act 1990;
The Safety, Rehabilitation and Compensation Act 1988;
The Occupational Health and Safety Act 1991;
The Public Employment (Consequential and Transitional) Amendment Act 1999; and
The Public Service Act 1999.

- 4.5 The Secretary may enter into Australian Workplace Agreements (AWAs) with employees covered by this agreement. Those AWAs will operate to the exclusion of this Collective Agreement.

Clause 5 : Closed Agreement

- 5.1 The parties agree that this Agreement constitutes a closed Agreement in the settlement of all matters for its duration. No party to the Agreement may make any extra claims that would affect APS Meat Inspectors' terms and conditions of employment over the life of this agreement.

Clause 6 : Workplace Delegation

- 6.1 The Secretary may delegate in writing by instrument any of the Secretary's functions or responsibilities under the Agreement. Any power exercisable by a senior manager/manager may be exercised by the Secretary.

SECTION B: REMUNERATION

Clause 7 : Salary Increase

7.1 In recognition of the on-going commitment demonstrated by APS Meat Inspectors covered by this Agreement to continuous improvement a salary increase of 12 % will be introduced over the life of the Agreement, as follows:

- 4 % to be paid from 24 June 2007;
- 4 % to be paid from 24 June 2008; and
- 4 % to be paid from 24 June 2009.

The salary rates are set out in Schedule 1 of this Agreement.

Clause 8 : Payment of Salary

8.1 APS Meat Inspectors are paid fortnightly and the fortnightly rate of remuneration is based on the following formula:

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

8.2 Remuneration for part-time APS Meat Inspectors is calculated on a pro-rata basis, apart from those benefits of a reimbursement nature, where part-time APS Meat Inspectors will receive the same amount as full time APS Meat Inspectors.

8.3 APS Meat Inspectors have their fortnightly salary paid by electronic funds transfer into financial institution accounts of their choice. The Secretary may approve the pre-payment of salary to an APS Meat Inspector where special circumstances exist, eg. where the APS Meat Inspector is taking leave to travel overseas.

8.4 APS Meat Inspectors will be provided with an electronic payslip (printable), as the default in place of the existing paper copy payslips. In all cases where APS Meat Inspectors do not have access to dedicated computer based technology they will be provided with a paper copy payslip.

Clause 9 : Flexible Remuneration Packaging (Salary Sacrifice)

9.1 APS Meat Inspectors may choose to sacrifice part of their salary (salary packaging) for other benefits to meet individual needs. The Department's Flexible Remuneration Packaging Policy (as updated from time to time) provides guidance on the operation of salary sacrifice.

9.2 All fringe benefits tax and administrative costs incurred as a result of the flexible remuneration packaging arrangement are met by the APS Meat Inspector on a salary sacrifice basis. The APS Meat Inspector's salary, prior to any salary sacrifice arrangement, will count as salary for superannuation, redundancy and separation purposes. The Department will not seek to gain any benefit at the APS Meat Inspector's expense with regard to the Goods and Service Tax (GST), when an APS Meat Inspector

takes up the option of flexible remuneration packaging.

Clause 10 : Traineeships

10.1 The Department encourages traineeships. The salary rate for an APS Meat Inspector undertaking a traineeship will be the appropriate remuneration rate as defined in the Australian Fair Pay and Conditions Standard under the WR Act.

Clause 11 : Salary on Commencement, Advancement or Promotion

11.1 Where an APS Meat Inspector Level 1 commences employment, salary will normally be payable at the minimum pay point applicable to the work level. In limited cases the Secretary may approve a salary at a higher pay point, if the following circumstances apply:

- the person's skills, knowledge and experience exceed the standard that would be normally expected on commencement at the work level;
- the contribution the person is able to make immediately exceeds the contribution that would normally be expected on commencement at the work level; and
- the person proposes that a higher salary is justified.

11.2 Pay point advancement for an APS Meat Inspector Level 1 receiving a salary below the maximum salary of the APS Meat Inspector Level 1 will occur at the employee's anniversary date subject to satisfactory performance, conduct, and diligence by the individual APS Meat Inspector. Pay point advancement will not be payable unless the employee's supervisors determine that the employee's performance has been satisfactory during the period to which the incremental advancement relates

11.3 Where, at the time of engagement, an APS Meat Inspector's salary is set at an incorrect salary point within the applicable salary scale, the Secretary may determine (in writing) the payment of the APS Meat Inspector's salary at the correct salary point.

Variable Remuneration

11.4 The use of variable remuneration is considered to be the exception rather than the norm. Variable Remuneration recognises there are instances where:

- the work value of a job is demonstrably higher than the work value of the highest pay point of the related work level, but not so high as to move it to a higher work level; or
- market forces requires a salary greater than the highest pay point of the relevant work level to retain or attract employees; or
- it is a job that requires a person with highly specialised/valued skills and experience, which are critical to the Department's business objectives.

11.5 Variable Remuneration is not offered on a permanent basis, but rather in the form of a regularly reviewed job loading or a retention payment.

11.6 The Secretary may approve supplementation of an employee's pay and benefits at any time.

Salary on Election to Transfer to a Lower Work Level

- 11.7 Where an APS Meat Inspector elects to transfer to a lower work level on a permanent or temporary basis, salary will be paid at the maximum pay point of that lower work level.

Qualification Required on Commencement

- 11.8 Certificate IV in Meat Inspection is the minimum qualification for employment as an APS Meat Inspector Level 1 in the Department. Where there is no Certificate IV qualified applicant for a vacancy, the Department may engage an APS Meat Inspector Level 1 with a Certificate III in Meat Inspection, but that APS Meat Inspector must then bridge their qualification to the Certificate IV standard in order to progress to the second pay point of a Meat Inspector Level 1 Classification.

Clause 12 : Superannuation

- 12.1 For an APS Meat Inspector who exercises superannuation choice, the Department will maintain the maximum basic contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the Public Sector Scheme Accumulation Plan (PSSap) (pursuant to s10) of the *Superannuation Act 2005*. For the purpose of this clause, an APS Meat Inspector, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the PSSap.
- 12.2 The Department may choose to limit superannuation choice to funds that allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer (EFT).
- 12.3 In the event of changes to superannuation legislation during the life of this Agreement, which requires changes to superannuation arrangements or entitlements, the implementation of the changes will be discussed through the Meat Agreement Consultation Forum.

SECTION C: ALLOWANCES AND ASSISTANCE

Clause 13 : Travel

- 13.1 APS Meat Inspectors must undertake official travel in accordance with the Chief Executive's Instructions, as varied from time to time.
- 13.2 The Department subscribes to the DEWR allowance subscription service and will adopt the rate as varied from time to time, in line with the recommendations provided. Unless accommodation and/or meals have been provided by the Commonwealth, an APS Meat Inspector will be paid the set rate of travelling allowance adopted by the Department for all periods of temporary transfer involving an overnight stay from headquarters regardless of the period of that temporary transfer. In the event that DEWR's allowance subscription service ceases to be available, the Department will consult through the Meat Agreement Consultation Forum over alternative arrangements to update these allowance rates.
- 13.3 Subject to Clause 13.4 of this Agreement where an APS Meat Inspector on temporary transfer intends to return to their residence/headquarters during the period of temporary transfer they shall notify in advance, in writing, the delegate eg. Staff Resources Employee, Regional Meat Program Manager etc. of their intention to travel to their residence /headquarters and obtain the delegate's approval in writing if requested by the employee.
- 13.4 The parties to the Agreement agree that as a general rule such prior approval will be obtained, but acknowledge that where it is not possible for an APS Meat Inspector to obtain advance approval the APS Meat Inspector shall notify the delegate as soon as possible of the reasons for the return to residence/headquarters.
- 13.5 An APS Meat Inspector will, at the completion of their temporary transfer, acquit their travel in accordance with Departmental requirements. This includes any variations to the travel arrangements initially documented and any period where they have returned to their headquarters/residence during the period of transfer.
- 13.6 An APS Meat Inspector who is required to be absent from the APS Meat Inspector's usual place of work on official business for a period of not less than 10 hours but is not absent overnight, may be paid a part day travel allowance of \$42.00.

Clause 14 : Payment on Death

- 14.1 Where an APS Meat Inspector dies, or the Secretary has directed that an APS Meat Inspector will be presumed to have died on a particular date, the Secretary will authorise the payment of the amount to which the former APS Meat Inspector would have been entitled had the APS Meat Inspector ceased employment as if the APS Meat Inspector had resigned or retired. Payment may be made to dependants or the partner of the former APS Meat Inspector or the former APS Meat Inspector's legal personal representative. If a payment has not been made within 12 months of the former APS Meat Inspector's death, it should be paid to the legal personal representative.
- 14.2 On the death of the APS Meat Inspector, any monies owing to the Department as a result of advanced recreation leave credits will be waived.

Clause 15 : First Aid Allowance

- 15.1 An APS Meat Inspector who possesses a current first aid certificate and is approved by the Secretary as a First Aid Officer will be paid an allowance of \$23.50 per fortnight.

Clause 16 : Motor Vehicle Allowance

- 16.1 Where the Secretary considers that it will result in greater efficiency or involve less expense, he or she may authorise an APS Meat Inspector to use a private motor vehicle owned or hired by the APS Meat Inspector at their own expense for official purposes. Where so authorised, an APS Meat Inspector will be entitled to a motor vehicle allowance of 67 cents per kilometre, at the commencement of this Agreement. This figure will be adjusted with reference to Part 2 of Schedule 1 of the *Income Tax Assessment Regulations 1997*.
- 16.2 AQIS will pay Motor Vehicle Allowance (MVA) for APS Meat Inspectors undertaking day trips to second duty stations, except in circumstances outlined in Clause 16.4, on the following basis. The MVA payment will be made at the Australian Taxation Office *cents per kilometre method* rate of mileage for all day transfers for the distance travelled from the APS Meat Inspector's home to the alternative location and back home again.
- 16.3 APS Meat Inspectors headquartered at slaughtering establishments in the Melbourne metropolitan area, if performing duties at a non-slaughtering establishment, will not receive a mileage payment to their first duty station.
- 16.4 Headquartering in the Melbourne metropolitan area has taken place. Zone arrangements attracting mileage payments no longer apply. An APS Meat Inspector who is headquartered at a location in Melbourne and is required, on a temporary basis, to perform work at their normal classification at another place of work shall be paid mileage allowance for the excess of the distance normally travelled between his or her place of residence and his or her headquarters. The Department will as far as possible minimise the distance travelled by employees to their first duty stations.

Clause 17 : Reimbursement for Loss or Damage to Property

- 17.1 The Secretary may approve reimbursement to an APS Meat Inspector for loss or damage to clothing or personal effects which occurred in the course of the APS Meat Inspector's work.

Clause 18 : Relocation Assistance

- 18.1 Where the household effects of an existing on-going APS Meat Inspector under this clause are removed from one locality to another as a consequence of the APS Meat Inspector's transfer for a period of not less than 12 months, the APS Meat Inspector will be paid a Disturbance Allowance. The Disturbance Allowance is designed to cover non-reimbursable expenses associated with the transfer, including telephone and utility reconnections and costs associated with the transfer of motor vehicle registrations and licenses. Eligible APS Meat Inspectors will be paid the Disturbance Allowance as follows:

APS Meat Inspector without dependants or partner	APS Meat Inspector with 1 or more dependants and/or a partner	Full-time students dependent child(ren)
\$629.00	\$1260.00	Additional \$189.00 per child

- 18.2 The Secretary will determine the extent of any financial assistance for relocation from one locality to another upon promotion, engagement, transfer or temporary assignment of 12 months or longer. The Secretary may approve payment for reasonable removal expenses including conveyance, temporary accommodation, education expenses and costs associated with the sale or purchase of a house. Prior to the promotion, engagement, transfer or temporary assignment of an APS Meat Inspector, the relevant manager will discuss with the individual, the amount of reasonable expenses that may be provided.
- 18.3 Where an APS Meat Inspector’s employment is terminated, or an APS Meat Inspector dies, the Secretary may authorise the payment of the expenses reasonably incurred by the APS Meat Inspector, dependants and partner of the APS Meat Inspector in respect of conveyance and removal of furniture and household effects.

Clause 19 : Influenza Vaccinations

- 19.1 The Secretary will provide access to influenza vaccinations on an annual basis, at the Department’s expense, to APS Meat Inspectors wishing to participate. Where the vaccination is not provided at the workplace, APS Meat Inspectors may make private arrangements to be vaccinated. Reimbursement will be provided but limited to the cost of the influenza vaccine.

Clause 20 : Issue of Knife and Steel

- 20.1 Every 18 months, an APS Meat Inspector will be issued with a knife that has been approved by the Department. Upon commencement a steel will be issued to an APS Meat Inspector.

Clause 21 : Remote Locality Conditions

- 21.1 APS Meat Inspectors who are required to work and live in remote localities are eligible for certain provisions which recognise the additional costs, inconvenience and physical and social isolation of working and living at remote localities.
- 21.2 On commencement of this Agreement, APS Meat Inspectors stationed in the Department’s Remote Localities will continue to be eligible to be paid a District Allowance and associated benefits (airfares etc) as detailed in Table 1.

Eligibility for District Allowance

- 21.3 An APS Meat Inspector is entitled to a per annum District Allowance as provided by Table 1. For the purposes of Remote Locality Conditions, eligible dependent means the APS Meat Inspector’s partner or child or parent of the APS Meat Inspector, or their partner, who ordinarily lives with the APS Meat Inspector and who is totally or substantially dependent on the APS Meat Inspector whose income (if any) is less than \$16,792 per year. APS Meat Inspectors whose partners are also eligible for payment of a

District Allowance will be considered to be APS Meat Inspectors without dependents. Payment of the allowance will be on a fortnightly basis. The Department subscribes to the DEWR allowance subscription service and will adopt the District Allowance rate as varied from time to time, in line with the recommendations provided.

- 21.4 Part-time APS Meat Inspectors stationed at remote localities are entitled to pro rata payment of the allowance based on their approved weekly hours.
- 21.5 An APS Meat Inspector will continue to be paid the allowance for the period of any recreation leave taken, irrespective of the place of residence of the APS Meat Inspector during the leave period, provided that they have an entitlement to be paid the allowance on the day immediately before the recreation leave commences.

District Allowance not Payable Concurrently with Travel Allowance

- 21.6 An APS Meat Inspector is not entitled to District Allowance in addition to Travel Allowance for a period when the APS Meat Inspector is temporarily stationed in a locality for which District Allowance would otherwise be payable.
- 21.7 The Secretary may, in special circumstances, increase the Travel Allowance payable to the APS Meat Inspector for the period.

Payment in Lieu of Leave Fares Assistance

- 21.8 On commencement of this Agreement, leave fares assistance no longer applies in the Department and is replaced by a payment in lieu to eligible APS Meat Inspectors. The payment will be based on published rates for a return, fully flexible, economy airfare (including taxes, fees and charges).
- 21.9 Ongoing APS Meat Inspectors and their eligible dependents are entitled to payment in lieu for airfares assistance as detailed in Column 4 of Table 1.
- 21.10 Calculation of the payment will be based on:
- “grossing up” to deliver the true value of the airfare after income tax;
 - travelling on 1 July where the ticket is purchased on 25 May (or the last working day occurring before);
 - travelling to the nearest capital city;
 - the rates will be made available to APS Meat Inspectors in May for verification; and
 - payment will be made in the first full pay period of June.

The “gross up” rate for the formula when calculating payment is $1/1-A$ where A = marginal tax rate.

Transitional arrangements

- 21.11 APS Meat Inspectors with an outstanding accrued entitlement for leave fares assistance at the commencement of the Agreement will receive payment in lieu of their accrued entitlement in the first full pay period in August 2007.

21.12 The value of the payment will be based on the process outlined in Clause 21.10 and will be calculated on travel for each existing entitlement occurring on 1 July 2007.

Operating Principle

21.13 The Operating Principle for Remote Locality Assistance provides guidance to managers and APS Meat Inspectors on the application of this provision.

**TABLE 1
REMOTE LOCATIONS**

Column 1	Column 2	Column 3		Column 4		
Location	Entitlement for Payment in lieu of Additional Recreation Leave expressed in weeks	District Allowance (\$ per annum)		Entitlement for Payment in lieu of Leave Fares		
		With Dependents	Without Dependents	Permanent	Term Transfer <2 yrs 3 months	Term Transfer > 2 years 3 months
Biloela	0.4	1200	600	Nil	-	Nil
Broken Hill	0.4	2196*	1446*	Nil	* includes \$13.15 pw allowance	
Charleville	0.4	1200	600	Biennial	-	Each 2 yrs except final 2 yrs
Innisfail	0.4	1200	600	Biennial	-	Each 2 yrs except final 2 yrs
King Island	0.4	1200	600	Biennial	-	Each 2 yrs except final 2 yrs
Townsville	0.4	1200	600	Biennial	-	Each 2 yrs except final 2 yrs

Reimbursement of Fares for Other Purposes

21.14 The Department will provide, as a benefit to all APS Meat Inspectors, stationed at localities listed in Table 1, access to fares assistance for compassionate purposes under this clause. Reimbursement of fares or motor vehicle allowance to the value of an economy return airfare, will be approved by the Secretary for an ongoing APS Meat Inspector working in a remote locality office where:

- the APS Meat Inspector or eligible dependant of the APS Meat Inspector is required to travel for medical or dental treatment where there is no resident practitioner at the location and/or for specialist medical treatment; or
- a member of the APS Meat Inspector's family (as defined) dies, becomes critically or dangerously ill and the APS Meat Inspector or spouse travels to either attend the funeral or to visit the ill family member; or
- reimbursement of reasonable accommodation costs incurred, when travel is for medical or dental treatment and circumstances prevent the APS Meat Inspector or dependant from returning home on the same day, will be paid on receipts presented.

21.15 Reimbursement of fares will only be authorised for travel within Australia on presentation of a medical certificate/statement providing details of the patient, their

condition and, where assistance is sought for treatment, the nature, necessity and urgency for that treatment.

- 21.16 APS Meat Inspectors will not be reimbursed the cost of fares or accommodation where a community scheme provides such assistance (eg Royal Flying Doctor Service). Employee contributions required under a community scheme will be reimbursed as will reasonably receipted accommodation expenses if the community scheme only partially meets those costs.

Travel Other than By Air

21.17 The Secretary may approve a mode of travel other than by air, in such case, the APS Meat Inspector will be entitled to:

- payment of Motor Vehicle Allowance in accordance with Clause 16 where the travel is by private motor vehicle; and
- where travel is by other than private motor vehicle, the entitlement is the lesser of:
 - reimbursement of the costs reasonably incurred; or
 - the amount the APS Meat Inspector would have been entitled to be reimbursed had the travel been by air.

Payment in Lieu of Additional Recreation Leave

21.18 Eligible APS Meat Inspectors working in a remote locality will receive a payment in lieu of additional recreation leave, based on the formula at Clause 30.2 and the figures prescribing the amount of payment in lieu of additional recreation leave for each location detailed in Column 2 of Table 1 of this agreement.

21.19 The payment will be calculated using the APS Meat Inspector's ordinary rate of pay and any temporary assignment allowance as at the 1st of January in the relevant year and where relevant, the value of the Residual Recreation Leave (Annual Leave) loading provisions, based on the formula:

$$\text{Weekly salary} \times 0.175 \times \frac{\text{days additional leave credit}}{5}$$

Up to a maximum payable of

$$A \text{ minus } (\text{weekly salary} \times 0.175 \times 4)$$

Where A = Australian Bureau of Statistics' male average weekly total earning (original) for the September quarter of the year preceding the year in which the date of accrual occurs; and

Weekly Salary = the weekly salary as at 1 January in the year on which the leave accrues.

21.20 Payment will be made annually, on the second available payday after 1 January.

21.21 The payment in lieu to be made in January 2008 will represent the leave accrued for the 2007 calendar year.

21.22 APS Meat Inspectors in remote localities who have an entitlement to a payment in lieu of additional recreation leave in accordance with Clause 21.18 are entitled to purchase and be granted, within the year of purchase, an amount of purchased leave equal to that detailed in Column 2 of Table 1 of this agreement.

Reimbursement of fares for children attending school away from the employee's locality

- 21.23 As a benefit to APS Meat Inspectors, this provision applies when a child(ren), who ordinarily resides with an on-going APS Meat Inspector stationed at a remote location, is required to receive their primary or secondary schooling in a place away from the remote locations detailed in Table 1.
- 21.24 The Secretary will approve reimbursement to the APS Meat Inspector, the cost of student travel concession fares reasonably incurred for return travel by the child(ren) attending school outside the remote location (i.e. for reunion visits) where there is not a community scheme for that purpose.
- 21.25 Reimbursement is limited to fares for two reunion visits each full school year; or where the child(ren) does not attend a school outside the remote locality for the full year, one fare in any six month period. The Secretary may approve reimbursement of an additional fare in special circumstances, eg. where it can be satisfied that severe detriment to the continued well being of the child(ren) will be done in the absence of an additional reunion visit or the child(ren) attends a school having 4 terms per school year.

Reunion Visits

- 21.26 On-going APS Meat Inspectors assigned duties on term transfer with dependants and/or a partner residing at the former locality and whom are not accompanied by their dependants and/or partner will be entitled to reimbursement for the cost of travel for the purpose of reunion.
- 21.27 The APS Meat Inspector may be reimbursed an amount equal to 6 reunion visits by economy class return travel by air in any one year beginning on the day that the APS Meat Inspector commenced the term transfer.
- 21.28 The Secretary may authorise travel for the purpose of reunion to a locality, within Australia, other than the former locality, provided that the APS Meat Inspector pays the amount (if any) by which the cost of fares to the other locality exceeds the cost of the economy class air travel to the former locality.
- 21.29 On completion of the term transfer an APS Meat Inspector is entitled to be reimbursed costs of fares from the remote locality to the former capital city for the APS Meat Inspector and each eligible dependant or eligible partner. An APS Meat Inspector who is transferred on completion of the term transfer to a locality other than their former capital city will be reimbursed the cost of reasonable fares:
- from the remote locality to the former capital city; and
 - from the former capital city to the new locality.

Remote Locality Relocation Assistance

- 21.30 An employee relocated from a locality included in Table 1 who has been at the locality for a continuous period of not less than 3 years, will be entitled to relocation assistance in accordance with Clause 18.

SECTION D: BALANCING WORK AND PERSONAL LIFE

Clause 22 : Health and Lifestyle

22.1 The Department recognises that healthy and active APS Meat Inspectors with an appropriate work/life balance are likely to be more productive in the Workplace. Health and Lifestyle strategies will be discussed in the Meat Agreement Consultation Forum.

Clause 23 : Mature Age Employees

23.1 It is acknowledged that with the continued ageing of the Australian workforce, management and work practices should be geared to optimise the contribution of skilled and experienced workers and encourage those who are making a valuable contribution to stay longer in the workforce. Strategies to achieve this may include:

- more flexible working arrangement, such as part-time work and phased retirement;
- more creative use of their skills (e.g. mentoring, skills transfer) and different roles with the opportunity, where desired and appropriate, to phase our managerial responsibilities; and
- more active management of leave to encourage use of recreation and long-service leave so that employees maintain a healthy work/life balance and level of enthusiasm.

Mature Age Employee strategies will be discussed in the Meat Agreement Consultation Forum.

Clause 24 : Flexible Employment Arrangements

24.1 The parties acknowledge that employment arrangements currently applying in the Department, and the APS generally include provision for the engagement of staff other than by way of on-going full time appointment.

24.2 The parties agree that there will be utilisation of such employment arrangements in the Department at APS Meat Inspector Levels 1-4. Where the Department decides to employ (as opposed to other forms of engagement) that employment will be in accordance with the Act and relevant Principles and Guidelines of the Public Service Commission.

24.3 Persons engaged by the Department at any level must be competent in meat inspection duties and possess a minimum qualification of a certificate of competency in meat inspection or equivalent. Where the Department engages an APS Meat Inspector Level 2 or above, under the flexible employment arrangements, the Department must be satisfied that the individual possesses the necessary skills and experience to perform functions at that level.

24.4 The flexible employment arrangements will not be used to engage inspectors on an on-going basis. These provisions will only be used above APS Meat Inspector Level 1 where an APS Meat Inspector Level 1 is not available in the headquartered area or establishment. For example, on-going APS Meat Inspectors in Melbourne will be given preference to act at higher levels in the Melbourne area prior to the Department considering other forms of engagement.

- 24.5 The Department is committed to maintaining a permanent workforce and will consult with its APS Meat Inspectors and, where they choose, their chosen representatives on core staffing numbers and on the use of flexible employment arrangements.

Clause 25 : Ordinary Hours of Duty

- 25.1 The span of hours for APS Meat Inspectors excluding shift workers is 5.00am to 5.00pm.

Full-time Hours

- 25.2 Prior to the commencement of this Agreement, standard hours for APS Meat Inspectors working full time hours were 40 hours per week and salary for APS Meat Inspectors was calculated on the basis of working standard hours of 40 hours per week. APS Meat Inspectors may have worked additional hours in excess of 40 hours per week to meet the operational requirements of the Department and enterprises where APS Meat Inspectors work.
- 25.3 From the commencement of this Agreement:
- a. the standard hours of work for APS Meat Inspectors will continue to be 40 hours per week (“Full-time Hours”);
 - b. the settlement period for APS Meat Inspectors will be 160 ordinary hours worked over a four week settlement period or an average of 40 hours per week. Standard daily hours shall be 8 hours per day; in line with the agreed working pattern at the establishment where the APS Meat Inspector is working;
 - c. salary for APS Meat Inspectors is calculated on the basis of APS Meat Inspectors Full-time Hours; and
 - d. the days for an APS Meat Inspector working Full-time Hours are Monday to Friday, other than for an APS Meat Inspector who the Department has determined is a shift worker for the purposes of Clause 29 of this Agreement; and
 - e. for the purposes of leave accrual and deductions, deductions for unauthorised absences and calculating part-time hours, the operative hours are APS Meat Inspector Full-time Hours.
- 25.4 Except for APS Meat Inspectors working in accordance with Clause 29 of this Agreement an APS Meat Inspector will not normally be required to work more than 10 hours per day.
- 25.5 In the context of clauses 3.1 and 3.7 of this Agreement a roster for normal, shift or extended working days and overtime is to be drawn up to ensure a fair and equitable distribution of such arrangements for all persons working at that workplace. Consultation and reasonable notice shall be given prior to a change from an 8 to 10 hour working arrangement.

Reduced Hours

- 25.6 An APS Meat Inspector may elect to reduce their working hours to 38 hours per week (“Reduced Hours”). Such an election should be in writing and will be for a minimum period of six months, unless the Secretary agrees to an alternative minimum period.

- 25.7 Where an APS Meat Inspector elects to work Reduced Hours:
- a. their salary will be reduced proportionally from the APS Meat Inspector Full-time hours salary in Schedule 1 in accordance with the formula: APS Meat Inspector Full-time salary x 38/40.
 - b. leave accrual and deductions (including for unauthorised absences) will be based on 38 hours per week.
 - c. where reasonable additional hours are worked beyond 38 hours per week the first 4.5 hours of overtime will be at the single time rate.
 - d. the settlement period will be 152 ordinary hours worked over a four week settlement period or an average of 38 hours per week, the span of hours is as per Clause 25.1 and agreed working patterns will be, as far as possible, the same as for APS Meat Inspectors working Full-time Hours.

Clause 26 : Overtime (including Shift Workers)

26.1 Subject to Clause 25 of this Agreement and irrespective of whether an APS Meat Inspector works Full-time Hours or has elected to work Reduced Hours, overtime is only payable where hours of work Monday to Friday exceed 42.5 in a weekly period. Payment for hours worked up to and including 42.5 hours in a weekly period will be at the ordinary time rate.

26.2 Subject to Clause 28 of this Agreement overtime performed Monday to Saturday will be paid at time and a half for the first 3 hours each day and double time thereafter. Overtime worked on Sunday will be paid at the rate of double time. Overtime worked on a Public holiday will be paid at the rate of double time and a half. For duty within the span of hours, payment will be at time and a half additional to the single time being paid for the public holiday.

26.3 The following formula will be applied for calculating overtime at the time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Normal weekly hours}} \times \frac{3}{2}$$

26.4 The following formula will be applied for calculating overtime at the double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Normal weekly hours}} \times \frac{2}{1}$$

26.5 The following formula will be applied for calculating overtime at the double time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Normal weekly hours}} \times \frac{5}{2}$$

26.6 APS Meat Inspectors required to perform duty between 10pm and 5am will be paid at the rate of double time.

26.7 APS Meat Inspectors may refuse to work overtime where the working of overtime would

result in the APS Meat Inspector working hours which are unreasonable. In determining whether the overtime that is requested or required is unreasonable, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:

- (a) any risk to the APS Meat Inspector's health and safety that might reasonably be expected to arise if the APS Meat Inspector worked the overtime;
- (b) the APS Meat Inspector's personal circumstances (including family responsibilities);
- (c) the operational requirements of the workplace, or enterprise, in relation to which the APS Meat Inspector is required or requested to work overtime;
- (d) any notice given by the employer of the requirement or request that that APS Meat Inspector work overtime;
- (e) any notice given by the APS Meat Inspector of the APS Meat Inspector's intention to refuse to work overtime;
- (f) whether the overtime is on a public holiday;
- (g) the APS Meat Inspector's hours of work over the 4 weeks ending immediately before the APS Meat Inspector is required or requested to work overtime.

Rest Relief After Overtime

26.8 Where an APS Meat Inspector works overtime they will be entitled to an 8 hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.

26.9 If a manager requires an APS Meat Inspector to resume or continue work, without having had 8 consecutive hours off duty plus reasonable travelling time, the APS Meat Inspector will be paid at double time ordinary rates (for time worked) until the APS Meat Inspector has had 8 consecutive hours off duty plus reasonable travelling time.

Minimum Payment.

26.10 The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be 4 hours at the prescribed overtime rate.

Multiple Attendances

26.11 Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an APS Meat Inspector's overtime remuneration beyond the amount which would have been received had the APS Meat Inspector remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.

Emergency Recall to Duty

26.12 Where an APS Meat Inspector is recalled to duty to meet an emergency at a time when the APS Meat Inspector would not ordinarily have been on duty, and no notice of such call was given to the APS Meat Inspector prior to ceasing ordinary duty, the APS Meat Inspector will be paid emergency recall to duty. For emergency recall to duty, payment through the salary system will be the standard form of recompense. The minimum

payment for emergency recall to duty will be two hours at double time.

Overtime Meal Allowance

26.13 Where an employee works overtime, which is continuous with ordinary duty for the day, to the completion of or beyond a meal allowance period;

- without a break; or
- with an unpaid break for a meal;

the employee is entitled to be paid a meal allowance of \$21.10 in addition to any overtime payments. The Department subscribes to the DEWR allowance subscription service and will adopt the rate as varied from time to time, in line with the recommendations provided.

26.14 While Clause 26.13 applies to shift workers whose ordinary duty is on a Saturday, Sunday or Public Holiday, for non-shift workers (i.e. ordinary duty Monday to Friday), the overtime does not have to be continuous with ordinary duty for overtime on a Saturday, Sunday or Public Holiday.

26.15 Meal allowance periods are defined as:

Monday – Friday

- 6.30pm to 7.30pm; and
- Midnight to 1.00am

Weekends and public holidays

- Noon to 2.00pm;
- 6.30pm to 7.30pm; and
- Midnight to 1.00am.

26.16 Meal allowance periods and arrangements can be varied provided that the employee agrees.

Clause 27 : Breaks

27.1 **General:** The parties agree that all breaks will be in accordance with local industry operating requirements and will be taken in a way which maximises the production capacity of the individual establishment.

27.2 **Lunch Break:** APS Meat Inspectors shall be entitled to an unpaid lunch break of not more than one hour and not less than 45 minutes unless the establishment's lunch break is shorter. In those circumstances the lunch break shall be the same as the establishment's but not less than 30 minutes.

27.3 **Morning and Afternoon Breaks:** APS Meat Inspectors shall be entitled to such morning and afternoon breaks as are observed by the establishment where they work, subject to a minimum break of 15 minutes per day.

Clause 28 : Public Holiday

- 28.1 APS Meat Inspectors will observe the following public holidays – New Year’s Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; ANZAC Day (or substitute); the relevant Queen’s Birthday observance day; the relevant Labour Day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute); the additional Public Service holiday and any additional public holidays observed by the APS at the locality.
- 28.2 Where:
- New Year’s Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by APS Meat Inspectors as a public holiday;
 - Christmas Day falls on a Saturday or Sunday, 27 December will be observed by APS Meat Inspectors as a public holiday;
 - Boxing Day falls on a Saturday or Sunday, 28 December will be observed by APS Meat Inspectors as a public holiday; and
 - 25 April (ANZAC Day) is substituted by a State or Territory Government, that day will be observed by APS Meat Inspectors as a public holiday in that State or Territory.
- 28.3 Where an APS Meat Inspector works on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.
- 28.4 Holiday duty will include duty on December 25 whether or not another day has been declared as a substitute public holiday, except as provided for in Clause 28.3.
- 28.5 The parties agree that where an alternative relevant day off is observed by the establishment this will be substituted for the APS Christmas/New Year Public Holiday as defined in Clause 28.2.
- 28.6 APS Public Holiday entitlements, including overtime and penalty payments, will be transferred to the relevant day off should an APS Meat Inspector subsequently be required to work on that day.
- 28.7 Advice to staff of transfer of the APS Public Holiday to an alternate day, where nominated by individual companies, will be provided 7 days prior to the APS Public Holiday.

Clause 29 : Shift Work

- 29.1 The Department in consultation with its APS Meat Inspectors and, where they choose, their chosen representatives, may determine an APS Meat Inspector as a shift worker for the purposes of this Agreement if any of the work is performed outside the period 5.00am to 5.00pm between Monday to Friday, and/or Saturdays, Sundays or Public Holidays for an on-going or fixed period.
- 29.2 In addition to the employee’s ordinary salary for the shift, a shift worker will be paid the following relevant penalty payments:

Rostered time of ordinary duty	Penalty rate
Ordinary duty performed on a shift, any part of which falls between 5pm and 5am	15%
Ordinary hours worked continuously for a period exceeding 4 weeks on a shift falling wholly within the hours of 5pm and 5am. Part-time employees will be only entitled to the 30% penalty rate where: <ul style="list-style-type: none"> Rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts per week on average over the shift cycle, than an equivalent full-time employee; and The shift worked by a part-time employee is part of a full-time shift, and the full-time shift falls wholly within the hours of 5pm and 5am. 	30%
Ordinary duty performed on a Saturday	50%
Ordinary duty performed on a Sunday	100%
Ordinary duty performed on a public holiday	150%

- 29.3 If a shift ceases prematurely a shift worker will be paid the appropriate penalty rate for the full rostered duration of that shift. Shift penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based upon salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this Agreement or under the provisions of the Act or *Public Service Regulations 1999*.
- 29.4 Shift workers who are entitled to shift penalties, across the shift roster, that exceeds 17.5% (excluding public holiday penalties) will receive a payment during the period of annual leave of 50% of the penalties (excluding public holidays) that would have been payable had they not taken leave.
- 29.5 Introduction of shift work or a new roster or arrangement of shift cycles, not covered by 29.14 (Twelve hour shifts) may be approved, after consultation with the relevant APS Meat Inspectors. Shift rosters will specify the commencing and finishing times of ordinary hours of duty of the respective shifts.
- 29.6 Except at the regular change-over of shifts an APS Meat Inspector should not be required to work more than one shift in each 24 hours.
- 29.7 Shift workers can exchange shifts or rostered days off by mutual agreement, with the consent of the Secretary, and provided that the arrangement does not give any APS Meat Inspector an entitlement to an overtime payment.

Public Holiday Duty

- 29.8 The minimum additional payment payable for ordinary duty performed on a public holiday for each separate attendance will be 4 hours. Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an APS Meat Inspector's overtime remuneration beyond the amount which would have been received had the APS Meat Inspector remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance. Duty broken by a meal period will not constitute more than one attendance and the minimum extra payment will not be applicable to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or on the day

succeeding the holiday.

- 29.9 Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, that APS Meat Inspector will, in respect of a public holiday which occurs on a day on which the APS Meat Inspector is rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday. Where it is not practicable to grant a day off under this Clause, the APS Meat Inspector will be paid one day's pay at the ordinary rate for the total hours of their rostered shift.

Averaged Shift Penalties

- 29.10 The Regional Meat Program Manager and affected APS Meat Inspectors may consider a proposal that shift penalties calculated under Clause 29.2 of this Agreement be averaged over an agreed cycle.
- 29.11 APS Meat Inspectors and, where they choose, their chosen representatives must be given a reasonable opportunity to participate in the negotiations regarding the proposed implementation. Subject to Clause 29.12 this involvement does not mean that consent by those representatives is required prior to the introduction of the agreed facilitative arrangements.
- 29.12 The agreement of a majority of affected APS Meat Inspectors is required prior to the introduction of agreed facilitative arrangements.
- 29.13 In the event that a dispute or difficulty arises over the implementation of the provision the matter will be handled in accordance with the dispute settlement procedures in Clause 43.

Twelve-Hour Shifts

- 29.14 The Regional Meat Program Manager and affected APS Meat Inspectors may consider the introduction of twelve-hour shifts.
- 29.15 APS Meat Inspectors and, where they choose, their chosen representatives must be given a reasonable opportunity to participate in the negotiations regarding the proposed implementation. Subject to Clause 29.16 this involvement does not mean that consent by those representatives is required prior to the introduction of 12-hour shifts.
- 29.16 The agreement of a majority of affected APS Meat Inspectors is required prior to the introduction of twelve-hour shifts.
- 29.17 The agreement is to include suitable roster arrangements, including meal breaks, to be determined by negotiation between the Regional Meat Program Manager and the affected APS Meat Inspectors. Where possible the roster is to have a forward rotation of shifts; for example, day shift followed by night shift. It will not involve more than three consecutive night shifts.
- 29.18 There is to be an adequate trial or review process, unless otherwise agreed.
- 29.19 One shift will be regarded as one day for the purpose of granting personal leave for bereavement purposes.

29.20 In the event that a dispute or difficulty arises over the implementation of the provision the matter will be handled in accordance with the dispute settlement procedures in Clause 43.

Notice of Shift Change

29.21 Notwithstanding the provisions of 29.14, change to rostered hours of duty can be by mutual consent at any time or by amendment of the roster on 7 days notice.

29.22 In the absence of consent or 7 days notice, APS Meat Inspectors will be paid the appropriate overtime penalty rates for work outside the previously rostered hours of duty. Payment of penalty rates on this basis will be continued for each changed shift until employees have received 7 days notice of shift change.

SECTION E: LEAVE

Clause 30 : Recreation Leave

- 30.1 APS Meat Inspectors will be able to avail themselves of their leave entitlements annually in accordance with this Clause. The provision of recreation leave will continue to be granted based on the recreation leave roster, the preference of APS Meat Inspectors and emergency or unforeseen circumstances. Recreation leave counts as service for all purposes.
- 30.2 An APS Meat Inspector will be entitled to 4 weeks paid recreation leave credited fortnightly and accruing in accordance with the following formula:

A X B X C
D

Where:

A	=	number of hours per week for period
B	=	number of calendar days to count as service in period
C	=	a basic annual leave credit of 4 weeks plus any additional credits for remote locality service
D	=	number of calendar days in the year

Pro rata entitlement

- 30.3 APS Meat Inspectors who have completed 4 weeks or more but less than a year of service will receive a pro rata entitlement.

Payments in lieu

- 30.4 Where employment ceases, the APS Meat Inspector will be entitled to payment in lieu of annual leave. The APS Meat Inspector will be paid the value of any outstanding leave credits, plus that of any pro rata entitlement under 30.3 for which the APS Meat Inspector is eligible. Payment in lieu will be calculated using the APS Meat Inspector's final rate of salary, including allowances that would have been included during annual leave. District allowance is only included in the calculation for leave accrued in a remote locality.

Taking of leave

- 30.5 Where an APS Meat Inspector has accrued the equivalent of two and a half years recreation leave entitlements, the APS Meat Inspector and relevant manager will agree on and implement a recreation leave usage plan to ensure the APS Meat Inspector's accrued leave credit will not exceed a maximum 3 years entitlement. Where an APS Meat Inspector reaches the maximum leave credit, the APS Meat Inspector will have the right

to absent themselves from the workplace in order to reduce their leave credits. The Secretary will direct the APS Meat Inspector to absent themselves from the workplace, subject to giving the APS Meat Inspector one calendar months notice. The leave that an employee will be directed to take under this clause is 2 weeks (or 10 standard days).

Public Holiday

- 30.6 Where a public holiday falls due (on a week day) such public holidays will not be counted as recreation leave, except where those public holidays (identified by this Agreement) are to be substituted for time off during a normal working week.

Cashing out of Leave

- 30.7 The Secretary may approve an APS Meat Inspector forgoing up to 1 week per annum of recreation leave from each year's recreation leave accrual, in return for a lump sum payment equivalent to the APS Meat Inspector's ordinary rate of pay that the APS Meat Inspector would have otherwise received for that period of leave. In order to apply to forgo leave, the employee must give the Department a written election to forgo the entitlement to the amount of leave. This payment is subject to an APS Meat Inspector having 12 months continuous service in the APS, and may only be accessed once per calendar year during the life of this Agreement.

Purchased Leave

- 30.8 Subject to an APS Meat Inspector having at least 12 months continuous service in the APS, the APS Meat Inspector may elect to purchase up to 8 weeks additional recreation leave per year. Leave must be purchased and taken in full weeks eg. 1, 2, 3 or 4 weeks etc. The amount of leave bought will be paid for through a corresponding reduction in fortnightly pay spread out evenly over a 12-month period beginning on the first pay after the leave application is processed. These arrangements count for service.
- 30.9 This leave must be used within 12 months of purchase or the entitlement will lapse. An APS Meat Inspector is entitled to a refund of any unused purchased leave at the end of the accounting year, unless they have specific approval to carry it over.
- 30.10 Purchased leave must be incorporated into the annual leave roster and can only be taken in whole week blocks. Priority will be given to Annual Leave over Purchased Leave in the preparation of leave rosters.
- 30.11 Approval for Purchased Leave will be granted at the time that the leave roster is developed and be subject to operational requirements.
- 30.12 Where an APS Meat Inspector ceases paid employment during the year in which the purchased leave is approved, their final payment will be adjusted to take account of deductions not yet made or deductions made and leave not yet taken.

Recall to Duty – Reimbursement of Expenses

- 30.13 Where an APS Meat Inspector's recreation leave is cancelled without reasonable notice or an APS Meat Inspector is recalled to work from recreation leave, where requested, the Secretary will reimburse an APS Meat Inspector's reasonable travel costs and incidental

expenses (such as the cost of alternative child care) not otherwise recoverable under any insurance or from any other source.

Leave during Closedown periods

- 30.14 A minimum of 50% of annual recreation leave credits are to be taken by staff at affected establishments during closedown periods.
- 30.15 Leave rosters will be drawn up prior to commencement of the year. If the close down period changes there will be no variation to the leave roster unless agreed by those affected.

Portability of Accrued Annual Leave Entitlements

- 30.16 For all new on-going APS Meat Inspectors joining the Department from an employer staffed under the Act, *Parliamentary Services Act 1999* or from the ACT Government service, accrued annual leave and personal/carers leave (however described) will be transferred and converted to leave categories recognised under this Agreement, provided there is no break in continuity of service (i.e. no more than 2 months break in service between agencies). The Secretary may approve the carryover of accrued leave credits where there are no reciprocal arrangements in place.

Clause 31 : Personal Leave

- 31.1 On 1 January each year, an APS Meat Inspector will accrue a basic entitlement of four weeks per annum personal leave, calculated in accordance with the formula set out at Clause 30.2. In their year of commencement, APS Meat Inspectors will be given a pro rata credit from date of commencement to 31 December or end date of contract, whichever is earlier.
- 31.2 Personal leave can be used for:
- (a) personal illness or injury of the APS Meat Inspector;
 - (b) to provide care or support to a member of the APS Meat Inspector's immediate family, or a member of the APS Meat Inspector's household who requires care or support because of:
 - (i) a personal illness, or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
 - (c) compassionate leave;
 - (d) parenting responsibilities associated with the birth of a new born child;
 - (e) preventative health checks;
 - (f) personal purposes (eg. moving house, accompanying a family member to a medical appointment to provide assistance or support, death of a family member)

An unexpected emergency could include:

- caring for a family member who is ill;
- when the APS Meat Inspector is unable to organise alternative care if their child has a pupil-free day at school, or their usual child-care arrangements are unexpectedly

disrupted; or

- when the APS Meat Inspector's parent or partner needs their assistance due to frailty.
- 31.3 There is no limit to the maximum continuous amount of paid personal leave which may be granted for absences due to personal illness or injury, subject to available credits.
- 31.4 APS Meat Inspectors may be granted unpaid personal leave where paid personal leave has been exhausted. Unpaid personal leave counts as service for all purposes unless the total period of paid and or unpaid leave exceeds a continuous period of 78 weeks. In this circumstance any unpaid personal leave for personal illness beyond 78 weeks does not count as service for any purpose, except for superannuation and Long Service Leave purposes.
- 31.5 APS Meat Inspectors must advise their supervisor of their absence, or intention to be absent from the workplace. In general supporting evidence is not required, however, where reasonable to do so, the Secretary can give notice to an employee that medical certificates or other evidence will be required. The APS Meat Inspector will be provided with a written reason/s why supporting documentation is required. Where considered necessary, the Secretary will direct that documentation for future absences must be provided. The period that documentation is to be provided should not exceed 3 months.
- 31.6 APS Meat Inspectors may take Personal Leave at half pay. To convert to half pay an APS Meat Inspector must submit a written application to the Department. Conversion to half pay will only be granted on the basis of full day (full pay) multiples, ie a minimum of two days at half pay.
- 31.7 Personal leave cannot be cashed out upon termination of employment.
- 31.8 Personal leave will not be debited on a public holiday, which the APS Meat Inspector would have otherwise observed.
- 31.9 Should an APS Meat Inspector be medically unfit for 1 day or longer while on recreation leave or LSL the APS Meat Inspector may apply for personal leave. Subject to the provision of a medical certificate, recreation leave or LSL will be re-credited to the extent of personal leave granted.
- 31.10 APS Meat Inspectors are unable to access paid personal leave while on paid maternity leave.
- 31.11 An APS Meat Inspector receiving worker's compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.
- 31.12 An APS Meat Inspector will not, without consenting, be retired on invalidity grounds before the APS Meat Inspector's personal leave credit has expired, subject to the maximum 52 weeks continuous absence due to illness or injury requirement.
- 31.13 The Secretary may approve an APS Meat Inspector to anticipate their next year's personal leave accrual where paid leave credits are exhausted, subject to the APS Meat Inspector having at least 12 months service in the APS.
- 31.14 Where in the course of a calendar year, an APS Meat Inspector has taken aggregated

leave without pay not to count as service exceeding 30 calendar days, accrual of personal leave will be reduced in accordance with the recreation leave and personal leave accrual formula set out in clause 30.2.

- 31.15 An APS Meat Inspector who is retired from the APS on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under s.75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, in credit at the time of retirement.

Clause 32 : Parental Leave

- 32.1 An APS Meat Inspector is entitled to leave of absence without pay. The maximum period of such leave will usually be 52 weeks commencing on the day of the birth of their child, or in the case of an adopted child on the day on which the APS Meat Inspector assumes responsibility for the child, and ending 66 weeks thereafter. However, where unpaid maternity leave is used in conjunction with parental leave, the maximum period of parental leave will be such that the aggregate period of maternity leave (not including the period of required absence) and the parental leave does not exceed 40 weeks. Parental leave does not count as service for any purpose.
- 32.2 Under the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*, APS Meat Inspectors are entitled to 12 weeks paid maternity leave. This entitlement may be paid over a 24 week period at half pay. Superannuation is only payable during the first 12 weeks of paid maternity leave. Where maternity leave is granted without pay, the maximum period of leave which may be granted will be such that the aggregate period of maternity leave (not including the period of required absence) and the period of leave granted as parental leave does not exceed 40 weeks.

Clause 33 : Adoption Leave

- 33.1 The Secretary may approve leave for the purposes of adopting a child. An APS Meat Inspector is entitled to apply for a leave of absence with pay up to a maximum of 12 weeks. When considering the period of leave that may be approved, the Secretary will take the following into account:
- the period of time required for completing administrative and legal procedures (Leave may be granted on more than one occasion during this stage of the adoption process);
 - the period of time that may be required to travel and return from the location where the APS Meat Inspector first accepts responsibility for the adopted child; and
 - the period of time that would be considered sufficient for the APS Meat Inspector and child to recuperate upon returning home.
- 33.2 On the expiration of a period of Adoption Leave, following the adoption of the child, the APS Meat Inspector is entitled to apply for a further leave of absence of Parental Leave. The maximum period of adoption leave and parental leave, when combined, cannot exceed 52 weeks.

Clause 34 : Miscellaneous Leave

- 34.1 The Secretary may approve leave for reasons not covered by other leave types with

regard to the workplace's operational needs. This is known as miscellaneous leave and can be with or without pay, as indicated below.

- 34.2 Miscellaneous leave with ordinary pay will be approved by the Secretary in the following circumstances:
- requirement to undertake jury service;
 - war service sick leave;
 - attendance where required at industrial proceedings that directly involve the Department;
 - attendance at short workplace relations training courses or seminars on the following conditions:
 - that departmental operating requirements permit the grant of leave;
 - that the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations.
 - defence force requirements;
 - death of a close friend;
 - compassionate leave as defined in the WR Act where entitlements are exhausted; and
 - participation in major sporting events, either as a competitor or accredited official.
- 34.3 The Secretary may approve additional leave with ordinary pay to an APS Meat Inspector in exceptional circumstances. Examples of the types of circumstances are involvement of APS Meat Inspectors in state of emergency situations such as bushfires, floods and earthquakes.
- 34.4 Miscellaneous leave without pay may be approved by the Secretary in, but not limited to, the following circumstances:
- full time study commitments;
 - days of cultural or religious significance for APS Meat Inspectors;
 - accompanying a spouse on a posting;
 - non-APS employment or work in the interests of the Commonwealth; and
 - for other purposes where other types of paid leave have been exhausted.
- 34.5 Miscellaneous leave will not accrue.
- 34.6 Where the APS Meat Inspector is on mandatory maternity leave, the APS Meat Inspector may not access miscellaneous leave.

SECTION F: PERFORMANCE AND ADVANCEMENT

Clause 35 : Temporary Assignment

- 35.1 In order to attract temporary assignment allowance an APS Meat Inspector must perform duties at a higher level for a minimum period of one working week.
- 35.2 An employee who is being paid at a higher pay point for a temporary assignment and who is granted paid leave or observes a public holiday during that period, will continue to be paid at the higher pay point for a temporary assignment during that absence.

Clause 36 : Work Level Standards

- 36.1 The APS Meat Inspectors classification structure is supported by work level standards that have been agreed to in accordance with the consultative arrangements outlined in this Agreement.
- 36.2 The Department reserves the right to further vary work level standards after consultation with APS Meat Inspectors, and where they choose, their chosen representatives.

Clause 37 : Role of APS Senior Meat Inspector

- 37.1 The APS Senior Meat Inspector (SMI) will undertake a diverse range of management and administrative duties as required by the Department. If there is a material increase in workload this will be addressed at plant level in the first instance in accordance with Clause 43 of this Agreement.
- 37.2 SMIs may also be required to provide relief for short periods on the production chain where operational requirements permit.
- 37.3 SMIs, in consultation with the On Plant Veterinarian, will exercise responsibility for staffing, rostering and implementation of arrangements under Clause 24 of this Agreement, subject to direction from the relevant Regional Meat Program Manager.
- 37.4 The parties agree that during the life of the Agreement there will be no further SMI positions abolished unless an establishment closes or there is a substantial reduction in annual production or change in circumstances. Likewise, should there be a substantial increase in annual production or change in circumstances at an establishment an SMI position may be reinstated or created.
- 37.5 A substantial change in production or circumstances may include a chain closure or opening, changes to Department approved operational programs or overseas listings.
- 37.6 Where there is a substantial change in production or circumstances to the extent the Department believes would warrant the abolition of a SMI position, the Department will act in accordance with Step 3 of Clause 43.5 of the Agreement. Likewise, if there is a substantial increase in annual production or change in circumstances the Department will conduct a review to determine if an SMI position is required at an establishment. If there is a dispute the procedures outlined in Clause 43 will be followed.

37.7 Where a SMI position is abolished the SMI will be offered to occupy a core vacancy (on salary maintenance), if such a vacancy exists. If there are no core vacancies the SMI will be offered redundancy entitlements in line with Clause 43. The SMI will not return to a lower classified position at the expense of another ongoing APS meat inspector.

Clause 38 : Performance Management

38.1 APS Meat Inspectors Level 2, Level 3 and Level 4 will continue to participate in a performance management scheme and undergo yearly appraisal. An APS Meat Inspector Level 4, in consultation with the relevant Regional Meat Program Manager, will provide appraisal feedback to APS Meat Inspector Level 2's and Level 3's. The relevant Regional Meat Program Manager, will provide appraisal feedback to APS Meat Inspector Level 4's.

38.2 Performance assessments will be based upon an APS Meat Inspector's performance measured using the relevant work level standards. Participants will receive a rating of either 'satisfactory' or 'unsatisfactory'.

38.3 An APS Meat Inspector whose performance is assessed as not meeting the required performance standards will be treated in accordance with the procedures contained in Clause 40 of this agreement. An APS Meat Inspector will be entitled to have a representative or other employee present as support during discussions.

Clause 39 : Learning and Development

39.1 Where the Secretary has approved an APS Meat Inspector undertaking a course of study at an institution, the Secretary may, on application by the approved student, grant financial assistance to that student either by:

- reimbursement, in full or in part, of study costs incurred by the student in respect of the scheme of study; or
- payment, in full or in part, prior to the completion of the scheme of study, or a subject included in a scheme of study, of study costs incurred or likely to be incurred by the students.

39.2 The Secretary will consider the following when approving study leave:

- the financial resources and operational needs of the workplace;
- the skills needed in the workplace;
- the career and personal development needs of the applicant; and
- the benefit to the workplace.

39.3 APS Meat Inspectors Level 2, Level 3 and Level 4 agree to be available for appropriate training in the National interest, for up to two weekends per year. Up to a maximum of five days leave, accumulated at the rate of 1.5 days for each day of training, will be accrued to the APS Meat Inspector's entitlements. The accumulated leave credits are to be utilised before recreation leave credits are used.

Clause 40 : Managing Unsatisfactory Performance

40.1 After informal counselling, the following formal procedures apply. The procedures are not to be used for disciplinary or invalidity reasons.

Step 1. Where an APS Meat Inspector has not achieved an acceptable standard of work performance, the supervisor is to give a formal written warning to the APS Meat Inspector. The warning will detail the required standard and outline how the APS Meat Inspector's performance does not meet the standard.

Step 2. The Secretary then appoints a person to formally assess the APS Meat Inspector's performance for a specified period of 2 months (the "Assessment Period"). The person must be an employee from outside the immediate work area of the APS Meat Inspector whose performance is to be assessed.

At the completion of the assessment period, the assessing employee advises the Secretary on whether the APS Meat Inspector sustained (or, where appropriate, attained and sustained) an acceptable standard of work performance during the Assessment Period.

If an APS Meat Inspector does not maintain a satisfactory level of performance for 10 months following the completion of the Assessment Period then further action can be taken without the need for a further Assessment Period.

Step 3. (a) If the APS Meat Inspector's work performance improves to the required standard, no further action is taken. (b) If the APS Meat Inspector did not achieve an acceptable standard of work performance the assessor informs the Secretary.

If the Secretary endorses the assessors assessment, the Secretary writes to the APS Meat Inspector notifying them of the intention to i) terminate employment of the APS Meat Inspector; ii) transfer the APS Meat Inspector; or iii) reduce the Meat Inspector's work level.

The APS Meat Inspector will then have 10 working days to show the Secretary cause why this action should not be taken.

Step 4. (a) At the end of the 10 working days, the Secretary, having considered any representation made by the APS Meat Inspector, then decides whether to: (i) issue a notice of termination of employment; or (ii) effect the transfer or reduction in work level. (b) If an APS Meat Inspector is reduced in classification, the APS Meat Inspector may seek a review of the decision under the provisions of Section 33 of the Act. A reduction in classification takes effect after 1 month unless the APS Meat Inspector seeks a review. If the notice is confirmed in the review, it will take effect on the day it is confirmed. (c) The only right of appeal in respect of termination of employment will be in accordance with Clause 40.3 of this Agreement.

40.2 Underperformance action will continue regardless of whether:

- an investigation into an alleged breach of Code of Conduct is underway or is planned; or
- an APS Meat Inspector has, or develops, a medical condition during the underperformance process, however mitigating circumstances that are a result of a medical condition will be taken into consideration at the conclusion of the assessment

period.

- 40.3 The sole and exhaustive rights and remedies of an APS Meat Inspector in relation to termination of employment are those the APS Meat Inspector enjoys:
- under Part 12, Division 4 of the WR Act;
 - under other Commonwealth laws (including the Constitution); and
 - at common law.
- 40.4 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures described in this Agreement.
- 40.5 The procedures in Clauses 40.1 to 40.4 are in addition to the Secretary's power to apply sanctions, including possible termination of employment, for breaches of the APS Code of Conduct by an APS Meat Inspector.

Clause 41 : Continuous Improvement

- 41.1 The parties to the Agreement note that the Department may undertake reviews of the efficiency of its service delivery arrangements at individual establishments in accordance with a commitment by the parties to the Agreement to pursue continuous improvement.
- 41.2 The parties to the Agreement acknowledge that the current consultative processes applying to the cost efficiency reviews will continue.
- 41.3 In addition, to accurately match staffing levels with workload at a particular establishment, staffing levels determined by Meat Inspection Staffing Standards calculations will continue to be applied flexibly to take account of actual workplace operations and the genuine staffing requirements.

SECTION G: COMMUNICATING AND CONSULTING IN THE WORKPLACE

Clause 42 : Operating Principles

- 42.1 Operating Principles exist to provide more detailed guidance to managers and APS Meat Inspectors on the application of the provisions of this Agreement and are to be applied in a manner that is consistent with the principles and provisions of this Agreement. The documents are referred to throughout this Agreement, but they are not incorporated by reference into this Agreement, do not form part of this Agreement and may be subject to change from time to time.
- 42.2 The Department will consult with APS Meat Inspectors and where they choose, their chosen representatives, where there is any proposal to change an operating principle.

Clause 43 : Dispute Settlement Procedures

- 43.1 **Objective:** The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

Scope, Representation and Approach

- 43.2 This clause sets out how any dispute about the application, interpretation or implementation of this Agreement will be dealt with. Where resolution can be reached at a particular step there is no need to go beyond that step where that is the appropriate decision making level.
- 43.3 Any party to a dispute can choose to be represented in relation to that dispute. If such a choice has been made, the other parties to the dispute will allow the chosen representative to be involved in all the processes set out below.
- 43.4 All parties to a dispute and their chosen representatives will participate in all the processes in good faith.
- 43.5 **Work to continue:** Without prejudice to either party to the dispute, and except where a bona fide safety issue is involved, the parties to the dispute, will ensure the continuation of work without impeding the delivery of services and production arrangements at individual establishments in accordance with the Agreement and established custom and practice at the workplace. Where a bona fide safety issue exists, an APS Meat Inspector will not work in an unsafe environment but, where appropriate, accept reassignment to alternative suitable work in the meantime.

Initial Attempts to Resolve

- Step 1. In the event of any matter arising which is about the application, interpretation or implementation of this Agreement, the APS Meat Inspector and where they have chosen, their chosen representative will discuss the matter with the immediate supervisor.
- Step 2. If the matter is not resolved at that level, it will be referred by the APS Meat Inspector or their chosen representative on their behalf to the appropriate representative of

management in that establishment or workplace or Region who will arrange for the parties to urgently discuss the matter.

Step 3. If the matter remains unresolved, it will be referred to the national level of AQIS and the APS Meat Inspector and if requested, their chosen representative.

Step 4. If the matter cannot be resolved after steps 1-3 have been undertaken, the dispute settlement procedures listed below will apply.

No Duplication of Dispute Resolution

43.6 The Australian Industrial Relations Commission (AIRC), or any body or person other than the AIRC that the parties to the dispute agree to refer the dispute to (ADR Provider), will:

- a. refrain from further conducting any alternative dispute resolution process or further dispute resolution process; and
- b. dismiss a dispute;

where the initiating party has applied, or applies, to have the dispute reviewed by a court or tribunal and the action may be reviewed by that court or tribunal.

Alternative Dispute Resolution

43.7 Where a dispute is not resolved after the processes undertaken in steps 1-3:

- a. a party to the dispute, or their chosen representative on their behalf, may apply to the AIRC to conduct an alternative dispute resolution process in relation to the dispute; or
- b. the parties to the dispute may agree to refer the dispute to an ADR Provider to conduct an alternative dispute resolution process in relation to the dispute.

43.8 The AIRC (or where an ADR Provider has been agreed, the ADR Provider) may conduct any or all of the following alternative dispute resolution processes to assist the parties to resolve a dispute:

- a. conferencing;
- b. mediation;
- c. assisted negotiation;
- d. neutral evaluation;
- e. case appraisal (which may include proposing the matter be referred to another forum or an alternative process which is, in the view of the AIRC (or where an ADR Provider has been agreed, the ADR Provider) more appropriate); or
- f. conciliation.

43.9 In conducting the alternative dispute resolution process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) may:

- a. arrange for conferences and compulsory conferences between the parties to the dispute;
- b. convene conferences and compulsory conferences between the parties;

- c. meet with any party separately but with the knowledge of the other party; and
 - d. (subject to the limits set out in Clause 43.10) take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.
- 43.10 In conducting the alternative dispute resolution process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) cannot:
- a. compel a person to do anything other than compelling them to attend conferences between the parties to the dispute;
 - b. determine the rights or obligations of a party to the dispute;
 - c. make an award in relation to the matter, or matters, in dispute;
 - d. make an order in relation to the matter, or matters, in dispute; or
 - e. appoint a board of reference.
- 43.11 The conduct of the alternative dispute resolution process by the AIRC (or where an ADR Provider has been agreed, the ADR Provider) must be in accordance with the provisions in relation to privacy as set out in section 702 of the WR Act.
- 43.12 The alternative dispute resolution is complete if the parties to the dispute agree the dispute is resolved or if a party to the dispute informs the AIRC (or where an ADR Provider has been agreed, the ADR Provider) that the party no longer wishes to continue with the alternative dispute resolution process.
- 43.13 Each party to the dispute will bear their own costs, including but not limited to the costs associated with being represented during the alternative dispute resolution process.

Further Dispute Resolution

- 43.14 Where a dispute is not resolved after the alternative dispute resolution processes, a party to the dispute, or their chosen representative on their behalf, may apply to the AIRC to conduct a further dispute resolution process in relation to the dispute.
- 43.15 Neither a party to the dispute, nor their chosen representative on their behalf, may apply to the AIRC under Clause 43.14 to conduct a further dispute resolution process and the AIRC will dismiss the dispute and refrain from conducting a further dispute resolution process, if:
- a. the application is in relation to a dispute which is not a dispute about the application, interpretation or implementation of this Agreement;
 - b. the application for further dispute resolution is frivolous or vexatious; or
 - c. the earlier processes for settlement of the dispute referred to in this clause have not been followed by the affected party.
- 43.16 In conducting further dispute resolution, the AIRC may:
- a. conduct the processes and undertake the actions referred to in Clauses 43.8 and 43.9;
 - b. conduct a hearing;

- c. take evidence on oath or affirmation;
- d. summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;
- e. compel the production of documents that relate to the dispute;
- f. give directions in relation to procedural matters arising in the dispute resolution process;
- g. arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);
- h. hold a ballot of affected APS Meat Inspectors where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute;
- i. have recorded and transcribed proceedings before the AIRC;
- j. (subject to the limits set out in Clause 43.17) take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.

43.17 In conducting the further dispute resolution process, the AIRC cannot:

- a. make an award in relation to the matter, or matters, in dispute;
- b. make an order in relation to the matter, or matters, in dispute; or
- c. appoint a board of reference.

43.18 In exercising any of the functions or powers set out in Clause 43.16, the AIRC must:

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

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

Appeal of Decision or Direction

43.20 A party to the dispute, or their chosen representative on their behalf, may apply to the President of the AIRC to appeal a decision or direction of the AIRC in relation to that dispute within 21 days of the AIRC making that decision or direction.

43.21 Where a party to a dispute has applied to appeal a decision or direction of the AIRC pursuant to Clause 43.20, a Full Bench or Presidential Member may, on such terms and conditions as the Full Bench or Presidential Member considers appropriate, decide that

the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal by a Full Bench or until further decision of a Full Bench or Presidential Member.

- 43.22 On the hearing of the appeal, the Full Bench may do one or more of the following:
- a. have regard to the AIRC's established principles for dealing with appeals about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
 - b. admit further evidence;
 - c. confirm, quash or vary the decision or direction concerned; or
 - d. direct the member of the AIRC whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.
- 43.23 In dealing with the appeal, the Full Bench may exercise the functions set out in Clause 43.16 other than sub-paragraphs (a) and (h). The parties agree that Clauses 43.16 to 43.19 apply to the hearing of an appeal.
- 43.24 Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented during the further dispute resolution process.

Clause 44 : Consultation

- 44.1 The Department is committed to communicating and consulting directly with employees and, where they choose, their representatives, about workplace matters affecting them. The success of this Agreement including its implementation in the workplace will rely on effective consultation, involvement and participation of both the Department and its employees. The Department will:
- provide relevant information to APS Meat Inspectors about employment related matters that will impact on them;
 - provide APS Meat Inspectors the opportunity for direct feedback on those matters;
 - consider the feedback provided by APS Meat Inspectors; and
 - advise APS Meat Inspectors of the outcomes.

Meat Agreement Consultation Forum

- 44.2 The Meat Agreement Consultation Forum is responsible for monitoring and advising on the implementation, application and intent of the provisions of this Agreement.
- 44.3 Membership of the Meat Agreement Consultation Forum will reflect the makeup of the negotiation teams for this Agreement. The Department will cover all reasonable costs of employees participating in this forum.
- 44.4 The consultative forum will meet at least twice per year, subject to there being sufficient issues to warrant the holding of a formal consultative meeting.

Provision of facilities to employee representatives who are employees of the Department

- 44.5 The Department will provide employee representatives involved in matters relating to this Agreement with reasonable time off in lieu of their participation and will meet all reasonable employee costs involved in ensuring that, where they choose, APS Meat Inspectors will receive representation.
- 44.6 Employee representatives involved in matters relating to this Agreement will agree their time and work commitments with their supervisors.
- 44.7 The Department agrees to the reasonable use by employee representatives involved in matters relating to this Agreement of Departmental facilities such as IT equipment, notices on the intranet, e-mail, photocopying and telephones. The use of such facilities in this capacity must be in accordance with applicable Departmental guidelines and the APS Code of Conduct.
- 44.8 Employee representatives involved in matters relating to this Agreement may be required by the Department to participate in sub-committees or working parties to address specific implementation issues.

Clause 45 : New Technology

- 45.1 The Department will consult with APS Meat Inspectors and, where they choose their chosen representatives before any new technology is introduced which has a material impact upon the work performed by APS Meat Inspectors.
- 45.2 The parties agree to the introduction of 'touch pad' technology where requested in accordance with AQIS policy.

Clause 46 : Redeployment, Reduction and Retrenchment

- 46.1 The following redeployment, reduction and retrenchment provisions will apply to potentially excess and excess APS Meat Inspectors.
- 46.2 An APS Meat Inspector is excess if:
- (a) the APS Meat Inspector is included in a class of employees employed in the Department, and that class comprises a greater number of employees than is necessary for the efficient and economic working of the Department, for example, if an establishment or a pool is closed or over-staffed;
 - (b) the services of the APS Meat Inspector cannot be effectively used because of technological, structural or other changes, or changes in the nature, extent or organisation of the function of the Department; or
 - (c) where the duties usually performed by the APS Meat Inspector are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Secretary has determined that these provisions will apply to that employee.
- 46.3 These provisions apply only to ongoing APS Meat Inspectors and do not apply to non-ongoing APS Meat Inspectors or APS Meat Inspectors on probation.

Consultation

- 46.4 The Secretary will, after consultation with affected APS Meat Inspectors and, where they choose, their chosen representatives, determine whether an affected APS Meat Inspector is potentially excess or excess.

Accelerated Separation Arrangements

- 46.5 The Department may directly offer an APS Meat Inspector accelerated separation under this clause where the Department considers that APS Meat Inspector to be potentially excess to core staffing numbers. If requested by the APS Meat Inspector, notification of the accelerated separation offer will be forwarded to the APS Meat Inspector's chosen representative.
- 46.6 An APS Meat Inspector who elects to accept an offer under Clause 46.5 and who is consequently retrenched from the APS within 14 days of the date of the offer will, in addition to the payment of an amount calculated in accordance with Clause 46.24, receive an amount equivalent to 13 weeks final salary if they are 45 years of age or over and have at least 5 years continuous service, or an amount equivalent to 10 weeks final salary if they are not over 45 years of age with at least 5 years continuous service.
- 46.7 To allow an APS Meat Inspector to make an informed decision the offer will contain information on the amount of severance pay, pay in lieu of notice and paid leave credits, including the tax likely to be deducted from any such payments.
- 46.8 The payment made under Clause 46.6 is inclusive of any award or statutory entitlements to payment in lieu of notice of termination. When an APS Meat Inspector accepts an offer of accelerated separation in accordance with this Clause, the provisions of 46.4 (consultation), 46.10 to 46.14 (transfer to other locations), Clauses 46.18 to 46.21 (Voluntary Retrenchment), Clauses 46.22 to 46.23 (Periods of Notice) and Clauses 46.31 to 46.38 (Retention Periods) will not apply.
- 46.9 If an APS Meat Inspector rejects an offer made under Clause 46.5 that offer will be deemed not to have been made for the purposes of Clause 46, and Clause 46 (excluding Clauses 46.5 to 46.9) will apply as if the offer under Clause 46.5 had never been made.

Transfer to other locations

- 46.10 In the case of a closed or over staffed establishment, all APS Meat Inspectors who are located at that establishment will be canvassed to obtain the required number of volunteers for relocation to another location.
- 46.11 In the event of there being insufficient volunteers to resolve an over staffed situation, identification of those APS Meat Inspectors to be affected will be against the criteria set out in Clause 46.12. The resolution of these matters will occur through the committee referred to in Clause 46.15.
- 46.12 Where there are more volunteers for transfer to a particular vacancy, than vacancies, the following criteria will apply:
- 46.12.1 the efficient and economical working of the Department;
 - 46.12.2 the skills and competencies mix at the establishments;

- 46.12.3 compassionate grounds and other special circumstances;
- 46.12.4 any previous headquartering, out of closed or over staffed establishments; and;
- 46.12.5 the length of continuous service.

- 46.13 Should an APS Meat Inspector's former establishment re-open or achieve a level of production which warrants an increase in on-going staff, employees who were transferred from that location within the previous 24 months will be offered return in the order of their relocation.
- 46.14 All transfers from closed and over staffed establishments will be at the Department's expense.

Determining who is excess

- 46.15 There will be a Committee comprising representatives from the Department and its APS Meat Inspectors and where they choose, their representatives. The purpose of this Committee is consultation regarding matters set out in Clauses 46.10 to 46.12 and 46.16 of this Agreement. This Committee does not exist for the purposes of dispute resolution.
- 46.16 Where, after the process outlined in Clauses 46.10 and 46.11 has been followed, there still remain potentially excess employees then the Committee established under Clause 46.15 will convene to determine, using the criteria set out in Clause 46.12, which of the remaining potentially excess employees should be declared excess by the Secretary.

Notification of excess status

- 46.17 The Secretary will not advise an APS Meat Inspector that he or she is excess until the processes outlined in Clauses 46.4, 46.10 to 46.12 and 46.16 have, where relevant, been undertaken.

Voluntary Retrenchment

- 46.18 The Secretary may make an offer of voluntary retrenchment to an excess APS Meat Inspector within 6 months of having advised the employee in writing that he or she is an excess employee.
- 46.19 Where an excess APS Meat Inspector is made an offer of voluntary retrenchment, the APS Meat Inspector will be given:
- information on the amount of severance pay, pay in lieu of notice and paid up leave credits, including the tax likely to be deducted from any such payments;
 - assistance up to a maximum of \$350 for financial advice.
- 46.20 Where an APS Meat Inspector is excess under clause 46.2(a) or 46.2(c) and accepts an offer made under Clause 46.18 the Secretary will not terminate the APS Meat Inspector's employment before the end of the 6 month period unless the employee agrees. The period of notice specified in Clause 46.22 will, as far as practicable, be concurrent with the 6 month period.
- 46.21 The Secretary may invite APS Meat Inspectors at other establishments who are not

excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of APS Meat Inspectors who are excess.

Period of Notice

46.22 Where the excess APS Meat Inspector agrees to be voluntarily retrenched, the Secretary may terminate the APS Meat Inspector's employment under Section 29 of the *Public Service Act 1999* by giving the required notice of retrenchment. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service or an employee with 20 years service).

46.23 Where an excess APS Meat Inspector's employment is terminated at the beginning of, or within, the notice period, the APS Meat Inspector will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance Benefit

46.24 An APS Meat Inspector whose employment is terminated under Section 29 of the Act on the grounds that the APS Meat Inspector is excess to the requirements of the Agency is entitled to be paid a sum equal to 2 weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.

46.25 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary. The severance benefit will be calculated on a pro rata basis for any period where an APS Meat Inspector has worked part-time hours during their period of service and the APS Meat Inspector has less than 24 years full time service.

Service

46.26 Service for severance purposes means:

- service in the Department;
- 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 which immediately preceded a woman being required to resign because she married, as was specified in repealed section 49 of the repealed *Public Service Act 1922*, assuming that service has not previously been recognised for severance pay purposes; and
- service in another organisation where:
 - an APS Meat Inspector was transferred from the APS to that organisation with a transfer of function; or
 - an APS Meat Inspector 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.

46.27 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 APS Meat Inspector before ceasing employment with the preceding employer; or
- the earlier period of service was with the APS and ceased because the APS Meat Inspector was deemed to have resigned from the APS on marriage under the repealed section 49 of the repealed *Public Service Act 1922*.

46.28 Any period of service which ceased by way of any of the grounds for termination specified in Section 29 of the Act (including any additional grounds prescribed in the *Public Service Regulations*); or on a ground equivalent to any of these grounds; or voluntary retrenchment at or above the minimum retiring age applicable to the APS Meat Inspector; or with the payment of an employer-financed retrenchment benefit; will not count as service for severance pay purposes.

46.29 Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

Rate of Payment – Severance Benefit

46.30 For the purpose of calculating any payment under Clause 46.24, salary will include:

- the APS Meat Inspector's salary at their substantive work value level; or
- the salary of the higher work value level, where the APS Meat Inspector has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the APS Meat Inspector is given notice of retrenchment; 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.

Retention Periods

46.31 An excess APS Meat Inspector who does not accept an offer of voluntary retrenchment will not be involuntarily retrenched until the following retention period has elapsed:

- 13 months where an APS Meat Inspector has 20 or more years of service or is over 45 years of age; or
- 7 months for other APS Meat Inspectors.

46.32 The retention period will commence on the day the APS Meat Inspector is advised in writing by the Secretary that they are an excess employee and will be concurrent with the 6 month period described in Clause 46.18.

46.33 During the retention period the Secretary:

- will continue to take reasonable steps to find alternative employment for the excess APS Meat Inspector;
- may, with 4 weeks' notice, reduce the excess APS Meat Inspector's classification (Grades 2-4) as a means of securing alternative employment for the excess APS Meat Inspector. Where an excess APS Meat Inspector is reduced in classification before the

end of the appropriate retention period, the APS Meat Inspector will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period;

- will consider the claims of an excess APS Meat Inspector in isolation from and not in competition with other applicants for vacancies to which an excess employee of the agency seeks transfer.

46.34 Where an APS Meat Inspector is reduced in classification before the end of the retention period, the APS Meat Inspector will receive income maintenance payments for the remainder of the retention period. These payments will include:

- the higher salary where an APS Meat Inspector has been on a Temporary Assignment for more than 12 months continuously and the Temporary Assignment would have continued except for the excess situation;
- other allowances or loadings, not including disability or reimbursement payments, in the nature of salary which are paid during periods of leave and on a regular basis.

46.35 During the retention period the APS Meat Inspector:

46.35.1 will take reasonable steps to find alternative employment; and

46.35.2 actively participate in learning and development activities, trial placements or other arrangements agreed, to assist in obtaining a permanent placement.

46.36 The retention period will be extended by any periods of certified illness or injury-related personal leave taken during the retention period.

46.37 An excess APS Meat Inspector is entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

46.38 An excess APS Meat Inspector required to move the APS Meat Inspector's household to a new locality as a result of a transfer or reduction in classification will be entitled to reasonable expenses.

Involuntary Retrenchment

46.39 The Secretary may terminate an excess APS Meat Inspector's employment under Section 29 of the Act at the end of the retention period.

46.40 An excess APS Meat Inspector will not be retrenched involuntarily if the APS Meat Inspector has not been made an offer under Clause 46.18.

46.41 An excess APS Meat Inspector will be given 4 weeks notice (or 5 weeks notice for an APS Meat Inspector over 45 years of age with at least 5 years of continuous service) where it is proposed that the APS Meat Inspector will be involuntarily retired. The specified periods of notice will as far as practicable be concurrent with the retention periods.

46.42 The Secretary will not involuntarily retrench an excess APS Meat Inspector if there remains an APS Meat Inspector engaged in the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.

Schedule 1

In accordance with Clause 7.1 of this Agreement APS Meat Inspectors classified in Column 1 and paid salaries in accordance with Column 2 of this schedule will be paid salaries in accordance with Column 3, Column 4 and Column 5 of this Schedule.

Column 1	Column 2 (Current Salary)	Column 3 (from 24 June 2007 or on lodgement, which ever is the later)	Column 4 (from 24 June 2008)	Column 5 (from 24 June 2009)
APS Meat Inspector Level 1	\$44,954	46,752	48,622	50,567
APS Meat Inspector Level 1	\$49,646	51,632	53,697	55,845
APS Meat Inspector Level 1	\$54,727	56,916	59,193	61,560
APS Meat Inspector Level 2	\$58,638	60,984	63,423	65,960
APS Meat Inspector Level 3	\$62,805	65,317	67,930	70,647
APS Meat Inspector Level 4	\$65,151	67,757	70,467	73,286

Schedule 2: Definitions

Definitions: For the purposes of this Agreement:

"Act" means the Public Service Act 1999 (Cth) as amended from time to time;

“Action” means a process or act and includes a refusal or breach of the code of conduct;

“Adoption” means any adoption recognised by a court legally able to deal with such matters;

“Award” means the Australian Public Service Award 1998;

"AIRC" means the Australian Industrial Relations Commission;

"APS" means the Australian Public Service;

"AQIS" means the Australian Quarantine and Inspection Service;

"APS Meat Inspector" includes an APS Meat Inspector engaged under the Act employed by AQIS to provide meat inspection and related functions;

"APS Senior Meat Inspector" means an employee who has supervisory and/or management responsibilities;

“Regional Meat Program Manager” means the head of a geographic area of the Meat Inspection Program of AQIS;

"Closed" means an establishment, which is not operating, but does not include an establishment closed for seasonal reasons, for maintenance, or for other short-term reasons;

"Core staff numbers" means the number of APS Meat Inspectors contracted between AQIS and the individual establishment that are required to perform meat inspection functions on an on-going basis;

"Cost Efficiency Review" means the review initiated by AQIS that amongst other things has the objective of minimising the cost to each client for the delivery of AQIS services;

“CPSU” means the Community and Public Sector Union;

“DAFF” means the Department of Agriculture, Fisheries and Forestry;

“the Department/Departmental” means the Department of Agriculture, Fisheries and Forestry;

“DEWR” means the Department of Employment and Workplace Relations, or delegate or person authorised;

"Employee" includes, unless otherwise specified, an ongoing or non-ongoing APS employee, whether full-time or part-time employed under and within the meaning of the Act;

“Employee representative” represents the views of employee/s in a workplace and is elected or chosen by employee/s in a workplace to represent their views to management;

"Establishment" means an individual workplace at which AQIS is required to provide inspection services;

"Family member" means a person who:

- is related by blood or marriage to the employee;
- stands in a bona fide domestic or household relationship with the employee;
- is a child or an adopted child of the employee or of the person who stands in a bona fide domestic or household relationship with the employee; or
- is an ex-spouse, foster parent, step parent, step brother/sister, foster child or step child of the employee.

"Headquarters" means the workplace of any APS Meat Inspectors as defined from time to time by AQIS;

"OEA" means Australian Government Office of the Employment Advocate;

"Over Staffed" means an establishment or pool, which has permanently based staff in excess of normal operating requirements;

"Related Function" for the purposes of Clause 2 of this Agreement means an APS Meat Inspector in specific staff resources, training, occupational health and safety, quality assurance positions and those employees displaced from those positions because of the AQIS restructure;

"Relevant Day Off" for the purposes of Clause 32 of this Agreement means a day that an individual establishment at which the APS Meat Inspector or employee is normally located does not require inspection services (eg. butchers picnic, company rostered day off etc.) provided that the alternative day is not already recognised as a public holiday for APS employees in that location;

"Secretary" means the Secretary of the Department or his or her delegate;

"Under Staffed" means an establishment, which has insufficient permanently based staff for normal operating requirements;

"WR Act" means the *Workplace Relations Act 1996* (Cth) as amended from time to time.

Formal Acceptance of the Agreement

Signatories

This Agreement is made and approved under section 333 of the Workplace Relations Act 1996. Accordingly, it is an agreement between the employer and CPSU on behalf of the employees whose employment is subject to this Agreement.

Employer

Signed for and on behalf of the Secretary, by the Executive Director of the Australian Quarantine and Inspection Service.

Signed:
Name: *Stephen Hunter, Executive Director, AQIS*
Date: *18 June 2007*

CPSU

Signed:
Name: *Margaret Gillespie, CPSU*
Date: *18 June 2007*