

**LEGAL AID COMMISSION OF WESTERN AUSTRALIA  
AGENCY SPECIFIC AGREEMENT 2005**

**PSAAG No. 7 of 2005**

SCHEDULE

**LEGAL AID COMMISSION  
OF WESTERN AUSTRALIA**

**AGENCY SPECIFIC AGREEMENT  
2005**

## 1. TITLE

This Agreement shall be known as the Legal Aid Commission of Western Australia Agency Specific Agreement 2005 and replaces the Legal Aid Commission of Western Australia Agency Specific Agreement 2002 PSAAG 67 of 2002.

## 2. ARRANGEMENT

1. Title
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## 3. DEFINITIONS

3.1 For the purposes of this Agency Specific Agreement the following definitions shall apply.

- a) "Agency" means Legal Aid Commission of Western Australia
- b) "Agency Specific Agreement" means Legal Aid Commission of Western Australia Agency Specific Agreement 2005.
- c) "Award" means the Government Officers Salaries, Allowances and Conditions (GOSAC) Award 1989.
- d) "Employee" means a government officer within the meaning of the *Industrial Relations Act 1979*, and covered by the General Agreement, employed by the Legal Aid Commission of Western Australia.
- e) "Employer" means the Director of the Legal Aid Commission of Western Australia
- f) "General Agreement" means the Government Officers Salaries Allowances and Conditions (GOSAC) General Agreement PSA AG 10 of 2004 or its replacement.
- g) "Union" means the Civil Service Association of Western Australia Incorporated.
- h) "WAIRC" means the Western Australian Industrial Relations Commission

## 4. PURPOSE OF AGREEMENT

The parties agree that the purpose of this Agency Specific Agreement is to provide for employment conditions specific to the Legal Aid Commission of Western Australia in accordance with Clause 9 of the General Agreement.

## **5. APPLICATION AND PARTIES BOUND**

- 5.1 The parties bound by this Agency Specific Agreement are the Civil Service Association of WA Inc and the Director of the Legal Aid Commission of Western Australia.
- 5.2 This Agency Specific Agreement does not replace the General Agreement.
- 5.3 This Agency Specific Agreement shall apply to all employees who are members or eligible to be members of the Union and who are covered by the General Agreement and the Award.
- 5.4 This Agency Specific Agreement shall be read in conjunction with the Award and the General Agreement.
- 5.5 Except where the General Agreement identifies conditions as core, the ASA will prevail over the General Agreement and the Award to the extent of any inconsistencies.
- 5.6 At the date of registration the approximate number of employees covered by this Agency Specific Agreement is 260.

## **6. TERM OF AGREEMENT**

- 6.1 This Agency Specific Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 31 December 2006.
- 6.2 The parties to this Agency Specific Agreement agree to re-open negotiations for a replacement agency specific agreement at least six (6) months prior to the expiry of this Agreement with a view to implementing a replacement agreement where applicable, operative from 1 January 2007.

## **7. NO FURTHER CLAIMS**

The parties to this Agency Specific Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement, except where provided for through the General Agreement.

## **8. DISPUTE SETTLEMENT PROCEDURES**

- 8.1 Any questions, disputes or difficulties regarding the meaning and effect of this Agency Specific Agreement shall be dealt with in accordance with this clause.
- 8.2 The employee/s and the manager/supervisor shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.

- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.
- 8.4 If the dispute is still not resolved, it may be referred by either party to the Director of the Legal Aid Commission of Western Australia or his/her nominee.
- 8.5 Where the dispute cannot be resolved within five (5) working days of the referral of the dispute to the Director of the Legal Aid Commission of Western Australia or his/her nominee, either party may refer the matter to the WAIRC.
- 8.6 The period for resolving a dispute may be extended by agreement between the parties.
- 8.7 At all stages of the procedure the employee may be accompanied by a union representative.

## **9. CONTRACT OF SERVICE ARTICLED CLERKS /RESTRICTED YEAR PRACTITIONERS**

Articled Clerks are ordinarily employed, subject to the Legal Practitioners Act 2002, for at least the period of the Articled Clerkship and the restricted year. The employer and employee may however agree to a contract of employment for the duration of the period of Articled Clerkship only.

## **10. PERFORMANCE ASSESSMENT AND DEVELOPMENT SCHEME**

- 10.1 All employees of the Legal Aid Commission will participate in the Performance Assessment and Development Scheme. This Scheme will provide a common anniversary date for all performance assessments.
- 10.2 The cycle will ordinarily cover a twelve-month period.
- 10.3 The performance assessment and development process requires that all staff:
- a) Have a performance plan in line with LAC's objectives;
  - b) Have clearly defined goals and standards;
  - c) Receive regular feedback and coaching on their performance;
  - d) Have opportunities to discuss their accomplishments with managers regularly, and
  - e) Have their training needs identified on a regular basis.
- 10.4 Performance reviews will be completed within 30 days of their due date.

## **11. VOLUNTARY REGRESSION**

- 11.1 Written requests for voluntary regression from employees may be approved by the Director of the Legal Aid Commission of Western Australia.
- 11.2 Before approval is given the Director of the Legal Aid Commission of Western Australia must be assured that the employee has received adequate counselling regarding the request.
- 11.3 The salary rate upon regression is to be the maximum salary paid in respect to the level to which the employee regresses.

**12. SIGNATURE OF PARTIES**

Signed  
.....  
**George Turnbull**  
**Director of Legal Aid**  
**Legal Aid Commission**  
**Of Western Australia**

17/2/05  
Date .....

Signed  
.....  
**Toni Walkington**  
**General Secretary**  
**The Civil Service Association of WA Inc**

9/3/05  
Date .....

*Common Seal*