Industrial Relations Act 1984 s 55 Industrial Agreement

GOVERNOR OF TASMANIA EMPLOYEE AGREEMENT 2022

Between the

Governor-in-Council and Official Secretary, Government House

and

The Community and Public Sector Union (State Public Services Federation Tasmania) Inc; and

The Australian Workers' Union, Tasmania Branch



I. TITLE

This Agreement shall be known as the Governor of Tasmania Employee Agreement 2022.

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3. PARTIES BOUND

This Agreement is between the Governor-in-Council and Official Secretary, Government House; the Community and Public Sector Union (State Public Services Federation Tasmania) Inc; and the Australian Workers' Union, Tasmania Branch.

4. APPLICATION

This Agreement is made in respect of employees covered by the Governor of Tasmania Employee Award.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Governor of Tasmania Employee Award.

6. DATE AND PERIOD OF OPERATION

- (i) This Agreement cancels and replaces the Governor of Tasmania Employee Agreement 2020.
- (ii) This Agreement has effect from 1 July 2022 and will remain in force until 30 June 2025.
- (iii) The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2025.

7. SALARY INCREASES

- (i) Salaries will increase as follows:
 - a. 3.5 percent per annum with effect from the first full pay period commencing on or after (ffppcooa) | December 2022.
 - b. 3 percent per annum with effect from the first full pay period commencing ffppcooa I December 2023.
 - c. 3 percent per annum with effect from the ffppcooa I December 2024.
- (ii) All employees covered by this Agreement receive a flat rate \$1,000 cost of living increase to the base salaries in Schedule I of this Agreement, effective ffppcooa I December 2022, to apply prior to the percentage increase outlined in sub-clause (i) above.
- (iii) In addition to sub-clause (ii) above, employees whose substantive classification is up to the equivalent of the full time salary at the top of Band 3 and below, receive a further lower income flat rate \$500 increase to the base salaries in Schedule I of this Agreement, effective from the ffppcooa I December 2022, to apply prior to the percentage increase outlined in sub-clause (i) above.
- (iv) Employees whose substantive classification is up to the equivalent of the top of classification Band 3 and below and who are earning up to the equivalent to the salary at the top of classification Band 3 and below, at the point the payment is due will receive a one-off Lower Income Payment as follows:
 - a. \$1,000 (pro-rata) payable from the ffppcooa the date of registration of this Agreement.
 - b. \$500 (pro-rata) payable from the ffppcooa I December 2023.
 - c. \$500 (pro-rata) payable from the ffppcooa | December 2024.
- (v) Part-time and casual employees will receive pro-rata payment of the Lower Income Payment referred to in sub-clause (iv) above on the basis of their average fortnightly hours worked as a proportion of the full time equivalent fortnightly hours. The following approach applies to the calculation of average fortnightly hours worked:
 - a. For part-time employees who regularly work their contracted hours, the fortnightly hours will be those hours specified in that employee's appointment;
 - For part-time employees who regularly work a pattern of hours above their contracted hours, the fortnightly hours will be those hours worked in the employee's regular pattern;
 - c. For casual employees and for part time employees who work an irregular pattern of hours, or who commenced employment within 12 months of the date on which the Lower Income Payment is payable, the average fortnightly hours will be calculated on the basis of average fortnightly hours

will be calculated on the basis of the aver-age fortnightly hours worked over that employee's period of employment.

(vi) Schedule I of this Agreement sets out the annual rates of pay effective ffppcooa I December 2022 and ffppcooa I December 2023, and ffppcooa I December 2024.

8. RENEWAL OF EMPLOYMENT CONTRACTS

- (i) The accepted practice at Government House is for temporary employment contracts to be renewed, subject to the employee satisfying the requirements for appropriate performance according to the performance management process at Government House.
- (ii) For the life of this Agreement temporary employment contracts are to be renewed provided the employee satisfies performance and conduct requirements as specified in sub-clause (i) of this clause.

9. CONDUCT AND CONFIDENTIALITY

All employees are required to:

- (i) promptly and correctly carry out all duties required by their position and any other duty that they are directed to perform by their supervisor or the employer;
- (ii) comply with all Regulations and instructions that determine or specify the performance of their duties:
- (iii) strictly observe the confidentiality requirements relating to their position or the performance of their duties;
- (iv) under no circumstances discuss any aspect of the operation of Government House with a news media representative;
- (v) not hold any other position of profit or engage in any occupation for reward other than their position at Government House, without the express permission of the employer. Provided that this requirement does not apply to casual employees.

10. DISPUTE SETTLING PROCEDURE

- (i) The parties are committed to avoiding industrial disputation about the application of this Agreement.
- (ii) If a grievance or dispute arise about the application of this Agreement:
 - a. In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
 - b. In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
 - c. If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.

- (iii) Where a grievance or dispute is being dealt with under this process, normal work will continue.
- (iv) This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance under the *Industrial Relations Act 1984*, or any other relevant legislation.

II. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



12. SIGNATORIES

SIGNED FOR AND ON BEHALF OF The Governor-in-Council/Official Secretary, Government House Signed:

Name: NAVID OWEN

SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed: ...

Name: Tom Cynou.
Assistant Secretary
Date: 6/9/23

SIGNED FOR AND ON BEHALF OF Australian Workers' Union Tasmania Branch

Signed:

Date: 8/9/23.

SCHEDULE I - SALARIES

Band	Current effective ffppcooa I Dec 202 I	Low income payment into base (\$500)	Cost of Living payment into base (\$1,000)	3.5% effective ffppcooa I Dec 2022 Base Salary	One-off Low Income Payment ffppcooa date of registration pro-rata	One-off Low Income Payment ffppcooa I Dec 2023 pro-rata	3.0% effective ffppcooa I Dec 2023 Base Salary	One-off Low Income Payment ffppcooa I Dec 2024 pro-rata	3.0% effective ffppcooa I Dec 2024 Base salary
BI-RI-I	\$46,947	\$47,447	\$48,447	\$50,143	\$1,000	\$500	\$51,647	\$500	\$53,196
BI-RI-3	\$50,204	\$50,704	\$51,704	\$53,514	\$1,000	\$500	\$55,119	\$500	\$56,773
BI-R2-2	\$53,453	\$53,953	\$54,953	\$56,876	\$1,000	\$500	\$58,582	\$500	\$60,339
BI-R2-4	\$56,509	\$57,009	\$58,009	\$60,039	\$1,000	\$500	\$61,840	\$500	\$63,69
BI-R2-5	\$57,317	\$57,817	\$58,817	\$60,876	\$1,000	\$500	\$62,702	\$500	\$64,58
				PROMO	TION				
B2-R I-2	\$59,305	\$59,805	\$60,805	\$62,933	\$1,000	\$500	\$64,821	\$500	\$66,76
B2-R I-3	\$60,395	\$60,895	\$61,895	\$64,061	\$1,000	\$500	\$65,983	\$500	\$67,96
B2-R I-4	\$61,535	\$62,035	\$63,035	\$65,241	\$1,000	\$500	\$67,198	\$500	\$69,21
B2-R I-5	\$63,031	\$63,531	\$64,531	\$66,790	\$1,000	\$500	\$68,794	\$500	\$70,85
B2-R I-6	\$63,942	\$64,442	\$65,442	\$67,732	\$1,000	\$500	\$69,764	\$500	\$71,85
				PROMO	TION				
B3-R I-2	\$66,606	\$67,106	\$68,106	\$70,490	\$1,000	\$500	\$72,605	\$500	\$74,78
B3-R I-3	\$67,938	\$68,438	\$69,438	\$71,868	\$1,000	\$500	\$74,024	\$500	\$76,24
B3-R1-4	\$69,249	\$69,749	\$70,749	\$73,225	\$1,000	\$500	\$75,422	\$500	\$77,68
B3-RI-5	\$71,049	\$71,549	\$72,549	\$75,088	\$1,000	\$500	\$77,341	\$500	\$79,66
B3-R I-6	\$72,118	\$72,618	\$73,618	\$76,195	\$1,000	\$500	\$78,481	\$500	\$80,83
				PROMO	TION				
B4-R1-2	\$74,600		\$75,600	\$78,246			\$80,593		\$83,01
B4-R1-3	\$76,541		\$77,541	\$80,255			\$82,663		\$85,14
B4-R I-4	\$78,593		\$79,593	\$82,379			\$84,850		\$87,39



Band	Current effective ffppcooa I Dec 202 I	Low income payment into base (\$500)	Cost of Living payment into base (\$1,000)	3.5% effective ffppcooa I Dec 2022 Base Salary	One-off Low Income Payment ffppcooa date of registration pro-rata	One-off Low Income Payment ffppcooa I Dec 2023 pro-rata	3.0% effective ffppcooa I Dec 2023 Base Salary	One-off Low Income Payment ffppcooa I Dec 2024 pro-rata	3.0% effective ffppcooa I Dec 2024 Base salary
B4-R2-2	\$79,920		\$80,920	\$83,752			\$86,265		\$88,853
B4-R2-3	\$81,998		\$82,998	\$85,903			\$88,480		\$91,134
B4-R2-4	\$84,740		\$85,740	\$88,741			\$91,403		\$94,145
84-R2-5	\$86,016		\$87,016	\$90,062			\$92,764		\$95,547
				PROMO	TION				
B5-R 1-2	\$89,600		\$90,600	\$93,771			\$96,584		\$99,482
B5-R I-3	\$91,866		\$92,866	\$96,116			\$98,999		\$101,969
			ADV	ANCED ASSE	SSMENT POINT				
B5-R2- I	\$93,180		\$94,180	\$97,476			\$100,400		\$103,412
B5-R2-2	\$94,036		\$95,036	\$98,362			\$101,313		\$104,352
				PROMO	TION				
B6-R I-2	\$98,358		\$99,358	\$102,836			\$105,921		\$109,099
B6-R1-3	\$100,326		\$101,326	\$104,872			\$108,018		\$111,259
B6-R I-4	\$103,603		\$104,603	\$108,264			\$111,512		\$114,857
			ADV	ANCED ASSE	SSMENT POINT				
86-R2-2	\$106,242		\$107,242	\$110,995			\$114,325		\$117,755
86-R2-3	\$108,112		\$109,112	\$112,931			\$116,319		\$119,809
B6-R2-4	\$109,972		\$110,972	\$114,856			\$1 18,302		\$121,85
B6-R2-5	\$111,379		\$112,379	\$116,312			\$119,801	. ,	\$123,395
				PROMO	TION				
B7-RI-2	\$116,758		\$117,758	\$121,880			\$125,536		\$129,302
B7-RI-3	\$119,092		\$120,092	\$124,295			\$128,024		\$131,865
			ADV	ANCED ASSE	SSMENT POINT				
B7-R2-2	\$121,474		\$122,474	\$126,761			\$130,564		\$134,48
B7-R2-3	\$122,939		\$123,939	\$128,277			\$132,125		\$136,089



Band	Current effective ffppcooa I Dec 202 I	Low income payment into base (\$500)	Cost of Living payment into base (\$1,000)	3.5% effective ffppcooa I Dec 2022 Base Salary	One-off Low Income Payment ffppcooa date of registration pro-rata	One-off Low Income Payment ffppcooa I Dec 2023 pro-rata	3.0% effective ffppcooa I Dec 2023 Base Salary	One-off Low Income Payment ffppcooa I Dec 2024 pro-rata	3.0% effective ffppcooa I Dec 2024 Base salary
PROMOTION									
B8-R I- 2	\$127,141		\$128,141	\$132,626			\$136,605		\$140,703
B8-R1-	\$129,685		\$130,685	\$135,259			\$139,317		\$143,497
B8-R2-2	\$134,263		\$135,263	\$139,997			\$144,197		\$148,523
B8-R2- 3	\$135,790		\$136,790	\$141,578			\$145,825		\$150,200

