

T14170 / 2014

31 JAN 2014



# Legal Practitioners Agreement 2014

*Industrial Relations Act 1984*

**S55 Industrial Agreement**



## **1. TITLE**

This agreement shall be known as the Legal Practitioners Agreement 2014.

## **2. SCOPE**

The agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation) Inc.

## **3. ARRANGEMENT**

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## **4. APPLICATION**

This agreement is to apply to all Tasmanian State Service employees appointed to Legal Practitioner duties requiring that person to be admitted or qualified for and entitled to be admitted, as a barrister or a legal practitioner of the Supreme Court of Tasmania under the provisions of the *Legal Profession Act 2007* as amended excluding Legal Practitioners Level 5 and 6 and all State Service Officers appointed under s29 of the *State Service Act 2000*.

## **5. RELATIONSHIP TO THE RELEVANT AWARD AND AGREEMENT**

This agreement operates to the entire exclusion of any other previous Legal Practitioners Agreement and replaces and supersedes all previous Legal Practitioner Agreements.



This agreement is to be read and applied in conjunction with the *Legal Practitioners Award* and the *Public Sector Unions Wages Agreement 2013* as varied from time to time and where there is any inconsistency, the provisions of this Agreement are to prevail.

## **6. DATE AND PERIOD OF OPERATION**

This Agreement will commence operation from the date of registration and remain in force until 31 July 2016.

The parties agree to commence negotiations for the next Agreement no later than 31 December 2015.

## **7. DEFINITIONS**

**'Award'** means the *Legal Practitioners Award*

**'Agreement'** means the Legal Practitioners Agreement 2014.

**'Legal Practitioner'** means a permanent or fixed term employee appointed pursuant to s37 of the *State Service Act 2000* as a *Legal Practitioner*.

**'Employer'** means the Minister administering the *State Service Act 2000*

## **8. CLASSIFICATIONS AND SALARY INCREASES**

Employees will be paid in accordance with the employee's classification and rates of pay as set out in Schedule 1 to this Agreement.

Salary Increases for all classifications set out in Schedule 1 of this Agreement will apply as follows:

- 2% with effect from first full pay period commencing on or after 1 July 2014; and
- 2% with effect from first full pay period commencing on or after 1 July 2015; and
- 2% with effect from first full pay period commencing on or after 1 July 2016.

The classification structure will be adjusted as follows:

- With effect from the first full pay period commencing on or after 1 July 2015 plus 0.5% per annum at the maximum of each Level as an additional salary point ; and
- With effect from the first full pay period commencing on or after 1 July 2016 plus 1% per annum or a maximum of \$750 pa at the maximum salary point.





## **9. SALARY PROGRESSION POINTS**

Salary Progression within the Classifications of Legal Practitioner Levels 1, 2, 3 and 4 is to be based on an annual performance assessment except for progression from Legal Practitioner 3.5 to 3.6 and Legal Practitioner 4.3 to 4.4 which are to be based on a performance assessment over 24 months.

Salary progression and performance management is to be conducted in accordance with Part II Clause 5 *Tasmanian State Service Award*, notwithstanding differences in terminology relating to the classification and salary structure, e.g. bands versus levels and so forth.

## **10. GRIEVANCE AND DISPUTE SETTLING PROCEDURES**

When a possible dispute or grievance arises the Legal Practitioner(s) should in the first instance discuss the issue(s) with their immediate supervisor.

The Legal Practitioner(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.

Should discussions fail to resolve the grievance /dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representatives.

If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.

Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.

However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.

Further the operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* of any other applicable legislation.

## **11. JOB SECURITY**

The parties agree that for the duration of this Agreement the Employer will, to the extent that it is lawful to do so, not terminate the employment of any permanent employee in reliance on s44(3)(b) of the *State Service Act 2000* (i.e., on the ground of redundancy). For the avoidance of doubt, the parties declare that it is not their intention that this or any other provision of this



Agreement should operate so as to interfere with the free exercise by the Employer or any Minister of the Crown of any of the duties or authorities of their respective offices.

## 12. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.

## 13. SIGNATURES TO THE AGREEMENT

For and on Behalf of:

The Minister Administering the *State Service Act 2000*

Name: F.W.Ogle  
Signature: [Signature] ASSMO  
Witness Name: KERRA GREY  
Witness Signature: [Signature]  
Date: 31/1/14

## SIGNATURES TO THE AGREEMENT

For and on Behalf of:

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

Name: TOM LYNCH  
Signature: [Signature]  
Witness Name: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

This Agreement is registered pursuant to Section 56(1) of the *Industrial Relations Act 1984*.



## Schedule 1

### Legal Practitioners Classifications and Rates of Pay

Levels	Salary effective from 04/07/2013	Salary effective from 03/07/2014	Salary effective from 02/07/2015	Salary effective from 01/07/2016
LP 1.1	\$50,936	\$51,955	\$52,994	\$54,054
LP 1.2	\$55,772	\$56,887	\$58,025	\$59,186
LP 1.3	\$60,606	\$61,818	\$63,054	\$64,315
LP 1.4	\$64,177	\$65,461	\$66,770	\$68,105
LP 1.5			\$67,104	\$69,117
LP 2.1	\$74,067	\$75,548		
LP 2.2	\$78,427	\$79,996	\$81,596	\$83,228
LP 2.3	\$82,832	\$84,489	\$86,179	\$87,903
LP 2.4	\$87,147	\$88,890	\$90,668	\$92,481
LP 2.5	\$91,508	\$93,338	\$95,205	\$97,109
LP 2.6	\$94,180	\$96,064	\$97,985	\$99,945
LP 2.7			\$98,475	\$101,195
LP 3.1	\$99,682	\$101,676		
LP 3.2	\$103,290	\$105,356	\$107,463	\$109,612
LP 3.3	\$107,009	\$109,149	\$111,332	\$113,559
LP 3.4	\$110,860	\$113,077	\$115,339	\$117,646
LP 3.5	\$114,852	\$117,149	\$119,492	\$121,882
LP 3.6 *	\$118,844	\$121,221	\$123,645	\$126,118
LP 3.7			\$124,263	\$127,498
LP 4.1	\$126,110	\$128,632	\$131,205	\$133,829
LP 4.2	\$132,116	\$134,758	\$137,453	\$140,202
LP 4.3	\$138,121	\$140,883	\$143,701	\$146,575
LP 4.4 *	\$141,658	\$144,491	\$147,381	\$150,329
LP 4.5			\$148,118	\$151,830

\* means progression to this salary point may occur after 24 months of being at the previous level.

