Legal Practitioners Agreement 2017

Industrial Relations Act 1984

S55 Industrial Agreement
1. **TITLE**

This agreement shall be known as the Legal Practitioners Agreement 2017.

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**

   1. Title
   2. Scope
   3. Arrangement
   4. Application
   5. Relationship to the relevant Award and Agreement
   6. Date and Period of Operation
   7. Definitions
   8. Classification and Salary Increases
   9. Salary Progression Points
   10. Grievance and Dispute Settling Procedures
   11. No Extra Claims
   12. Signatures

   Schedule 1 - Legal Practitioners Classifications and Rates of Pay

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*, the *Public Sector Unions Wages Agreement 2013* and the *Public Sector Unions Wages Agreement 2016* 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 shall take effect from the date of registration and will remain in force until 31 July 2018 with no salary increases payable beyond that date. The matters contained in the Agreement will operate from the date of registration except in relation to the effective date of salary increases, which take effect from the dates provided within this Agreement.

The parties agree that negotiations for a successor Agreement will commence no later than 1 February 2018.

7. **DEFINITIONS**

‘Award’ means the *Legal Practitioners Award*.


‘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% or $1,144 pa, whichever is the greater effective first full pay period commencing on or after 1 July 2017; and
- 2% or $1,167 pa, whichever is the greater effective first full pay period commencing on or after 1 July 2018.
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. 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

For and on Behalf of:
The Minister Administering the State Service Act 2000

Name: F. Dg/e
Signature: ________________
Date: 21.6.17

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: ________________
Date: 20 June 2017

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

**Legal Practitioners Classifications and Rates of Pay**

<table>
<thead>
<tr>
<th>Levels</th>
<th>Salary effective from 01/07/2016</th>
<th>Salary effective from 13/07/2017</th>
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* *means progression to this salary point may occur after 24 months of being at the previous level.*