

T14531 OF 2017



# 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

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3. Arrangement
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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*.

**'Agreement'** means the *Legal Practitioners Agreement 2017*.

**'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. Ogle

Signature:

*[Handwritten 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:

*[Handwritten 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

Levels	Salary effective from 01/07/2016	Salary effective from 13/07/2017	Salary effective from 12/07/2018
LP 1.1	\$54,054	\$55,198	\$56,365
LP 1.2	\$59,186	\$60,370	\$61,577
LP 1.3	\$64,315	\$65,601	\$66,913
LP 1.4	\$68,105	\$69,467	\$70,856
LP 1.5	\$69,117	\$70,499	\$71,909
LP 2.1			
LP 2.2	\$83,228	\$84,892	\$86,591
LP 2.3	\$87,903	\$89,661	\$91,454
LP 2.4	\$92,481	\$94,331	\$96,218
LP 2.5	\$97,109	\$99,051	\$101,032
LP 2.6	\$99,945	\$101,944	\$103,983
LP 2.7	\$101,195	\$103,219	\$105,283
LP 3.1			
LP 3.2	\$109,612	\$111,804	\$114,040
LP 3.3	\$113,559	\$115,830	\$118,147
LP 3.4	\$117,646	\$119,999	\$122,399
LP 3.5	\$121,882	\$124,320	\$126,806
LP 3.6 *	\$126,118	\$128,640	\$131,213
LP 3.7	\$127,498	\$130,048	\$132,649
LP 4.1	\$134,489	\$137,179	\$139,923
LP 4.2	\$140,893	\$143,711	\$146,585
LP 4.3	\$147,297	\$150,243	\$153,248
LP 4.4 *	\$151,068	\$154,089	\$157,171
LP 4.5	\$152,574	\$155,625	\$158,738

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

