

T14748 OF 2020



Industrial Relations Act 1984  
55 Industrial Agreement

# LEGAL PRACTITIONERS AGREEMENT 2019

Between the

Minister administering the *State Service Act 2000*

and

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



## **I TITLE**

This Agreement shall be known as the Legal Practitioners Agreement 2019.

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### 3 APPLICATION

This Agreement is made in respect of employees covered by the Legal Practitioners Award.

### 4 DATE AND PERIOD OF OPERATION

4.1 This Agreement cancels and replaces the:

- (i) Legal Practitioners Agreement 2017 which was registered on 30 June 2017
- (ii) Legal Practitioners Agreement 2018 which was registered on 19 August 2019.

4.2 This Agreement applies with effect from 1 July 2019 and will remain in force until 31 July 2021.

4.3 The parties agree to commence negotiations for a replacement agreement on or before 31 January 2021.

### 5 PARTIES BOUND

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

### 6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Legal Practitioners Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

### 7 SALARY INCREASES

7.1 Salaries will increase as follows:

- (i) 2.3 percent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 July 2020.
- (ii) 2.3 percent per annum with effect from the ffppcooa 1 July 2021.

7.2 Schedule 1 of this Agreement sets out the annual rates of pay effective ffppcooa 1 July 2020 and ffppcooa 1 July 2021.

### 8 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 performance assessments over 24 months.



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

## **9 NOVATED LEASE**

- 9.1 Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Australian Government directive and legislation.
- 9.2 All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (i) All fringe benefits tax, other liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
  - (ii) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
  - (iii) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty rates are based on the salary that would have been payable had the salary sacrifice agreement not existed.
  - (iv) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

## **10 LACTATION BREAKS/FACILITIES**

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

## **11 EMAIL AND INTERNET ACCESS**

- 11.1 Wherever practicable the employer is to provide all employees with an email account and access to the internet.
- 11.2 Employees are to comply with relevant policy on the use of both email and internet.

## **12 PERSONAL LEAVE ACCUMULATION SCHEME**

- 12.1 The personal leave accumulation scheme only applies to employees covered by the scope of the Tasmanian State Service Award (TSSA) and the Legal Practitioners Award (Clause 15 General Terms and Conditions of Employment).





- 12.2 A full time employee covered by the personal leave accumulation scheme is entitled to 147 hours (or 152 hours for employees working a 38 hour week) of personal leave in each personal year. A part time employee is entitled to personal leave in direct proportion to the number of hours worked compared to a full time employee.
- 12.3 Personal leave for a full time employee accrues at the rate of 5.65 hours (5.85 hours for an employee working a 38 hour week) for each completed fortnight of service. Any personal leave not used in any personal leave year is added to the following year's accrual to a maximum accrual of 1911 hours (or 1976 hours for employees working a 38 hour week).
- 12.4 This provision is an alternate to the triennium scheme as detailed in TSSA Part VIII, Clause 3(d) and applies to all new employees from 1 March 2014, including fixed term employees. Fixed term employees employed from 1 March 2014 will not be able to transfer into the triennium scheme as detailed in TSSA Part VIII, Clause 3(d).
- 12.5 Existing employees as at 1 March 2014 may elect to transfer from the triennium entitlement as detailed in TSSA Part VIII, Clause 3(d) to the accumulation scheme.
- 12.6 An election to transfer may be made from 1 March 2014 with a date of effect of 1 July 2014 will have a date of effect 4 weeks after the application is made.
- 12.7 An employee who makes an election to transfer their entitlement from the triennium scheme is to have their personal leave balance recalculated by multiplying their full time equivalent years of service with the accumulated leave scheme annual entitlement (147 hours), less all personal leave used during their service and up to the date of transfer. This will become their new personal leave balance.
- 12.8 Once a new employee has been assigned to the accumulation scheme or an existing employee has elected to transfer to the accumulation scheme they cannot revert back to the triennium scheme.
- 12.9 Other than the method of accrual of personal leave, all other provisions of TSSA Part VIII, Clause 3 continue to apply.

### 13 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 13.2 If a grievance or dispute arises about the application of this Agreement:
- (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
  - (ii) 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



(iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.

13.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.

13.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

## 14 METRO GREENCARD REVIEW

The parties will conduct a review to determine the feasibility of Metro Greencard salary sacrifice arrangements. The review will be concluded by 30 June 2020.

## 15 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.



## 16 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:  .....

Name: Jane Hanna .....

Date: 25/02/2020 .....

SIGNED FOR AND ON BEHALF OF

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

Signed:  .....

Name: Tom Lyns .....

Date: 25/02/2020 .....



## Schedule I – Salaries for Legal Practitioners

Levels	Current	2.3% increase from FFPPCOOA 1 July 2020	2.3% increase from FFPPCOOA 1 July 2021
LP 1.1	\$57,693	\$59,020	\$60,377
LP 1.2	\$63,027	\$64,477	\$65,960
LP 1.3	\$68,489	\$70,064	\$71,675
LP 1.4	\$72,525	\$74,193	\$75,899
LP 1.5	\$73,603	\$75,296	\$77,028
LP 2.2	\$88,630	\$90,668	\$92,753
LP 2.3	\$93,608	\$95,761	\$97,964
LP 2.4	\$98,485	\$100,750	\$103,067
LP 2.5	\$103,412	\$105,790	\$108,223
LP 2.6	\$106,432	\$108,880	\$111,384
LP 2.7	\$107,763	\$110,242	\$112,778
LP 3.2	\$116,726	\$119,411	\$122,157
LP 3.3	\$120,930	\$123,711	\$126,556
LP 3.4	\$125,281	\$128,162	\$131,110
LP 3.5	\$129,793	\$132,778	\$135,832
LP 3.6*	\$134,303	\$137,392	\$140,552
LP 3.7	\$135,774	\$138,897	\$142,092
LP 4.1	\$143,218	\$146,512	\$149,882
LP 4.2	\$150,037	\$153,488	\$157,018
LP 4.3	\$156,857	\$160,465	\$164,156
LP 4.4*	\$160,873	\$164,573	\$168,358
LP 4.5	\$162,476	\$166,213	\$170,036

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

