

# **Legal Practitioners Agreement 2010**

*Industrial Relations Act 1984*

**S55 Industrial Agreement**



## 1. TITLE

This agreement shall be known as the Legal Practitioners Agreement 2010.

## 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 *Tasmanian State Service Union Agreement* 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 2013.

The Agreement and matters contained in the Agreement will operate from the date of registration except for the first salary increase which commences on 1 October 2010. The parties agree to commence negotiations for the next Agreement no later than 31 December 2012.

## 7. DEFINITIONS

'Award' means the *Legal Practitioners Award*

'Agreement' means the Legal Practitioners Agreement 2010.

'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:

- 3 % from 1 October 2010
- 3 % with effect from first full pay period commencing on or after 1 July 2011
- 3 % with effect from first full pay period commencing on or after 1 July 2012
- 3 % with effect from first full pay period commencing on or after 1 July 2013

No further salary increases will be permitted during the life of this Agreement.



## **9. TRANSLATION**

Translation as a result of the restructure, (effective from 1 October 2010) will occur as set out in Schedule 1.

All Legal Practitioners covered by the Agreement will translate from the classification level and increment point contained in the column headed 'Old Levels' to the same classification level and salary progression point in column headed 'New Levels' as set out in schedule 1 except for Legal Practitioner Level 3 and Level 4 where:

LP 3.1 translates to LP 3.A

LP 3.2 translates to LP 3.1

LP 3.3 translates to LP 3.2

LP 3.4 translates to LP 3.3

LP 3.5 translates to LP 3.4

LP 4.1 translates to LP 4.A

LP 4.2 translates to LP 4.1

LP 4.3 translates to LP 4.2

All salary increases due to translation are effective from 1 October 2010.

Normal progression dates are not affected by the restructure except where a Legal Practitioner has been at the previous maximum progression points of Legal Practitioner 1.3, 2.5, 3.5 and 4.3 for 12 months or more. In these cases the new salary progression date will be 1 October.

Legal Practitioners who have been at the maximum increment point of their previous classification for 12 months or more as at 1 October 2010 are to translate to the next salary progression point from 1 October 2010.

## **10. 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.

### **10.1 Legal Practitioner Level 1 and Level 2**

An additional salary progression point (restructure) has been included at each of Level 1 and 2 with effect from 1 October 2010 being Legal Practitioner 1.4 and Legal Practitioner 2.6 respectively.



Subject to a satisfactory performance assessment progression to Legal Practitioner 1.4 and Legal Practitioner 2.6 (new maximum levels) will occur after 12 months of being at the previous maximum level, or date of the restructure, whichever is the later.

#### **10.2 Legal Practitioner Level 3**

An additional salary progression point (restructure) has been included at Legal Practitioner 3.5 with effect from first full pay period on or after 1 October 2010.

Subject to a satisfactory performance assessment progression to Legal Practitioner 3.5 will occur after 12 months of being at the previous maximum level, or date of the restructure, whichever is the later.

A further additional salary progression point has been included at Legal Practitioner Level 3.6.

Subject to a satisfactory performance assessment covering a 24 month period, progression to Legal Practitioner 3.6 will occur after 24 months of being at Legal Practitioner 3.5.

#### **10.3 Legal Practitioners Level 4**

An additional salary progression point (restructure) has been included at Legal Practitioner 4.3 with effect from first full pay period on or after 1 October 2010.

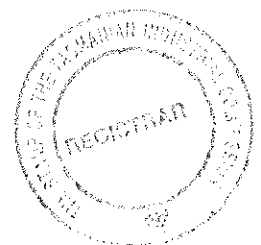
Subject to a satisfactory performance assessment progression to Legal Practitioner 4.3 will occur after 12 months of being at the previous maximum level, or date of the restructure, whichever is the later.

A further additional salary progression point has been included at Legal Practitioner Level 4.4.

Subject to a satisfactory performance assessment covering a 24 month period, progression to Legal Practitioner 4.4 will occur after 24 months of being at Legal Practitioner 4.3.

### **11. SERVICE PAYMENT**

A one off payment of \$1,700 is to be made to all employees covered by this Agreement and those employees who were employed on 1 July 2009 and ceased employment prior to or on 1 October 2010 as Legal Practitioners and would have been covered by this Agreement.





11.1 This payment is to be made on a pro rata basis for:-

- Part time employees based on their part time hours as at 1 October 2010 as a proportion of a full-time employee.
- Employees who commenced employment as a Legal Practitioner after 1 July 2009 and prior to 1 October 2010.
- Employees who ceased duty after 1 July 2009 and prior to 1 October 2010.

The pro-rata calculation of the payment is to be based on the percentage of Full time working days performed during the above periods.

11.2 Provided further that this payment is not payable to employees who commenced after 1 October 2010 or ceased prior to 1 July 2009.

## 12. 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.



**13. 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.

**14. SIGNATURES TO THE AGREEMENT**

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

Name:

Signature:

Witness Name:

Witness Signature:

Date:

[Signature]  
F. DGLE  
Jane Fittler  
[Signature]  
20/12/10

**SIGNATURES TO THE AGREEMENT**

**For and on Behalf of:**  
**The Community and Public Sector Union**  
**(State Public Service Federation Tasmania) Inc**

Name:

Signature:

Witness Name:

Witness Signature:

Date:

Mat Johnston  
[Signature]  
Storm Hankin  
[Signature]  
15/12/10

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



## Schedule 1

### Legal Practitioners Classifications and Rates of Pay

OLD LEVELS	1-Jul-08	NEW LEVELS	1-Oct-10 3% and Restructure	1-Jul-11 3%	1-Jul-12 3%	1-Jul-13 3%
LP 1.1	\$42,391	LP 1.1	\$46,614	\$48,012	\$49,453	\$50,936
LP 1.2	\$48,120	LP 1.2	\$51,039	\$52,570	\$54,147	\$55,772
LP 1.3	\$53,848	LP 1.3	\$55,463	\$57,127	\$58,841	\$60,606
		LP 1.4*	\$58,731	\$60,493	\$62,308	\$64,177
<b>PROMOTION</b>						
LP 2.1	\$65,808	LP 2.1	\$67,782	\$69,815	\$71,910	\$74,067
LP 2.2	\$69,682	LP 2.2	\$71,772	\$73,925	\$76,143	\$78,427
LP 2.3	\$73,595	LP 2.3	\$75,803	\$78,077	\$80,419	\$82,832
LP 2.4	\$76,803	LP 2.4	\$79,752	\$82,145	\$84,609	\$87,147
LP 2.5	\$80,010	LP 2.5	\$83,743	\$86,255	\$88,843	\$91,508
		LP 2.6*	\$86,188	\$88,774	\$91,437	\$94,180
<b>PROMOTION</b>						
LP 3.1	\$84,283	LP 3.A	\$86,811			
LP 3.2	\$88,566	LP 3.1	\$91,223	\$93,960	\$96,778	\$99,682
LP 3.3	\$90,701	LP 3.2	\$94,525	\$97,361	\$100,282	\$103,290
LP 3.4	\$94,978	LP 3.3	\$97,928	\$100,866	\$103,892	\$107,009
LP 3.5	\$98,184	LP 3.4	\$101,453	\$104,497	\$107,631	\$110,860
		LP 3.5*	\$105,106	\$108,259	\$111,507	\$114,852
		LP 3.6**			\$115,383	\$118,844
<b>PROMOTION</b>						
LP 4.1	\$101,396	LP 4.A	\$108,455	\$114,321		
LP 4.2	\$109,945	LP 4.1	\$115,978	\$120,037	\$122,437	\$126,110
LP 4.3	\$114,864	LP 4.2	\$121,501	\$125,753	\$128,268	\$132,116
		LP 4.3*	\$127,023	\$131,469	\$134,098	\$138,121
		LP 4.4**			\$137,532	\$141,658

\* means progression to this salary point may occur after 12 months of being at the previous level or date of restructure whichever is the later.

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

