

<i>Group</i>	<i>FTE</i>	<i>Classification</i>	<i>Award</i>	<i>Position No.</i>
HT - Information & Technology Management Services	1.00	HP1-2	Allied Health Professional	524926
Hospitals South	0.80	G7b	Nurses	525489
Community, Mental Health & Wellbeing	0.40	band5	Health & Human Services Award Band 1 - 9	516116
Finance & Business Support	1.00	band2	Health & Human Services Award Band 1 - 9	501847
Community, Mental Health & Wellbeing	1.00	band8	Health & Human Services Award Band 1 - 9	525387

<i>Position Description</i>	<i>Salary</i>	<i>Separation Payment</i>	<i>Leave Payment</i>	<i>Total</i>
HT Employee	111,364.00	73,057.51	36,772.46	109,829.97
THS Employee	136,295.00	46,085.45	40,996.20	87,081.65
Business Support Officer	103,069.00	53,732.53	58,276.90	112,009.43
Supply Officer	70,993.00	61,769.54	24,646.45	86,415.99
Manager - Board of Exceptional Needs	148,863.00	134,354.06	16,286.43	150,640.49

<i>Unique Count</i>	<i>Financial Year</i>	<i>Term Date</i>	<i>Pay Date</i>	<i>Type</i>	<i>Emp Id</i>	<i>Name</i>	<i>Age</i>
1.00	2023-24	12Jul23	18Jul23	WRIP	206720	Carmichael, Peter E	64.08
1.00	2023-24	09Oct23	14Oct23	WRIP	316070	Harrison, Gavin G	62.05
1.00	2023-24	28Mar24	03Apr24	WRIP	249439	Wise, Jeanette F	61.97
1.00	2024-25	05Jul24	10Jul24	WRIP	471947	Wise, Keren	59.45
1.00	2024-25	15Nov24	30Nov24	WRIP	295265	Cornish, Brett B	61.01
5.00							

<i>Cost Centre</i>	<i>Region</i>	<i>Agency</i>	<i>Group</i>	<i>FTE Classification</i>
S023004132521	sdw	THS	Infrastructure	0.84 band7
2620001000000	sdw	DoH	Community, Mental Health & Wellbeing	1.00 band7
N333214130000	nhsw	THS	Hospitals North	0.80 G3-G4
4442004130000	sdw	THS	Finance & Business Support	1.00 band6
N618794130000	nhdw	THS	Finance & Business Support	1.00 band3

<i>Award</i>	<i>Position No.</i>	<i>Position Description</i>	<i>Salary</i>
Health & Human Services Award Band 1 - 9	516576	Compliance and Contract Manager	134,832.00
Health & Human Services Award Band 1 - 9	522477	Senior Database Administrator	134,832.00
Nurses	522106	Registered Nurse - ORS	105,995.00
Health & Human Services Award Band 1 - 9	510869	Executive Officer Finance	122,292.00
Health & Human Services Award Band 1 - 9	503330	Team Leader - Warehouse	79,779.00

<i>Separation Payment</i>	<i>Leave Payment</i>	<i>Total</i>
30,000.00	29,565.34	59,565.34
30,000.00	10,814.74	40,814.74
30,000.00	15,069.43	45,069.43
30,000.00	80,485.33	110,485.33
24,468.00	24,037.20	48,505.20

BUSINESS CASE

Workforce Renewal Incentive Program (WRIP) – Individual

This form is may be completed electronically (remove blank rows) or printed for completion.

Agency:	Tasmanian Health Service
Division/Branch:	Finance and Procurement
Employee's Full Name:	Brett Cornish
DOB and Age:	12/11/1963 – 60 years old
Award and classification:	Band 3 Range 1 level 6
Position and Position Number:	Team Leader – Warehouse 503330
Employee Annual Salary —	\$77,455.00
Full-time/Part-time (hrs per wk) and FTE:	38

WRIP Payment Calculation

Eligible WRIP Service Start Date: <i>(Date commenced continuous employment in the Tasmanian State Service)</i>	13/12/1999
Proposed Separation Date:	30/10/2024
Continuous Years of Service:	25 years
WRIP Amount (Gross): <i>(Amount as per guide in Managing Positions in the State Service 2016, issued 11 April 2016)</i>	\$24,468.00

Estimated Savings – if any: <i>(First year after separation exclude on-costs)</i>	\$25,000.00
Employment Exclusion Period:	1 year
Date Workforce Renewal Incentive Program (WRIP) was approved by SSMO for the Agency or Work Area:	

WRIP Criteria

A WRIP is an incentive program to encourage employees to leave the State Service thereby creating opportunities to:

- allow re-profiling and reclassification of that and other vacancies in the work area to better suit the current contemporary way to deliver those services; and/or
- enable a new employee with a new set of skills, knowledge and experience, including targeting a diversity group like youth/graduates, often at a lower classification point; and/or
- assign or transfer an identified or surplus employee into that position.

A Head of Agency is only to offer and approve a WRIP payment where it can be demonstrated:

1. that one of the above criteria can be met; and
2. they can support the employee leaving; and
3. the agency has the capacity to manage the cost within its existing budget.

Justification:

The THS implemented a program of supply chain management reforms, commencing with the creation of a Band 8 Statewide Supply Manager in late 2018.

The creation of this senior statewide position has facilitated the ability to review and, where appropriate, implement structural reforms to the supply teams across the State.

The review identified a requirement for the Supply team in the North of the State to be better managed on a day-to-day basis by an experienced Team Leader who has a high degree of staff management skills. This would facilitate to further develop the existing Supply team and assist in the standardisation of supply practices across the team. A Band 3 currently holds the position of Team Leader, however, the incumbent does not have the leadership skills required for the role and has indicated he has no personal desire to attend any available training to increase his skills in this area at his stage in life.

The current Team Leader does manage his own workload, however, he has no formal engagement with the rest of his staff and has no desire to, leaving this to the Warehouse Manager. If this WRIP payment is supported, the Supply team in the North will be able to appoint a Team Leader with the correct skill set and someone who is better suited to support the direction of the Supply team.

Payback period and any savings to the Agency: *(Provide details of calculation here)*

Payback period for the WRIP payment will be four months. The position will not be backfilled until the cost of the WRIP has been recovered. After this period, there will be savings as the new employee is likely to commence at the bottom salary point in Band 3, which is \$5 794 per annum less than the incumbent.

Please note that employees who are being offered a WRIP are to be advised to:

- seek financial advice on potential implications on superannuation and taxation prior to accepting an offer of a WRIP. In this regard it is important that the proposed separation date allows sufficient time for an employee to seek such advice if they choose to do so.
- that a WRIP will not be regarded or treated as a redundancy.

Business Case completed by:

Name: Nathan Hall

Signature.....

Date: 14/11/2024

Contact No: 0436800533

Head of Agency:

APPROVED

Signature.....

Date: ..23...../...11...../2024.....



Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

The Crown in Right of Tasmania
(represented by the Department of Health)
(Employer)

and

Brett Cornish
(Employee)

DPAC-Deed of release- Workforce Renewal Incentive Program-1-2014-AU
(December 2015)

REFERENCE AND CONTACT DETAILS

Department: Department of Health

Contact officer: ##

Telephone: (03) #####

Email: ##

Document ref: DRAFT Deed_of_Release_WRIP_payment_MPSS_2016 - CORNISH
Brett.docx

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Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of Health)
Short form name	Employer
Address details	22 Elizabeth Street, Hobart, Tas 7000

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. Pursuant to the Workforce Renewal Incentive Program implemented by the Employer the Employee has tendered their resignation of employment which is accepted by the Employer, both on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address

Brett Cornish 
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Item 2 (clause 1.1): Ex Gratia Payment

\$24,468

Item 3 (clause 1.1): Employment End Date

15 November 2024

Item 4 (clause 1.1): Employment Exclusion Period

1 year

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Ex Gratia Payment means the payment set out in Item 2.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Ex Gratia Payment.

Right includes a right, a power, a remedy, a discretion or an authority.

State Owned Company means a company in respect of which all of its shares are held by the Crown or upon trust for the Crown, and includes a subsidiary of any such company.

Workforce Renewal Incentive Program means the program of the Employer put in place to renew and reprofile the Tasmanian State Service by offering an Ex Gratia Payment to employees in consideration of their resignation.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;

- (m) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Resignation of Employee

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of resignation of the Employee accepted by the Employer and effective on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Ex Gratia Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.
- (c) The Employee acknowledges that the Ex Gratia Payment is not in the nature of a redundancy payment and that their position in the State Service of Tasmania is not redundant and may be filled by another employee.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Ex Gratia Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:

- (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Ex Gratia Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Dale Webster	Position Title:	Secretary
Signature:		Date:	23 November 2024

Being a person who has authority to sign this Deed on behalf of the Employer

Witness:




Name:	Kiera Barratt	Position Title:	Executive Services Officer
Address:	10/22 Elizabeth Street, Hobart		
Signature:		Date:	23 November 2024

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Brett Cornish		
Signature:		Date:	15-11-24

Witness:

Name:		Position Title:	Warehouse Manager
Address:			
Signature:		Date:	15-11-24



Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

The Crown in Right of Tasmania
(represented by the Department of Health)
(Employer)

and

PETER EDWARD CARMICHAEL
(Employee)

DPAC-Deed of release- Workforce Renewal Incentive Program-1-2014-AU
(December 2015)

REFERENCE AND CONTACT DETAILS
Department: Health
Contact officer: Bernadette Burke
Telephone: (03) 6166 6032
Email: bernadette.burke@health.tas.gov.au

Document ref: Attachment 2 - Deed of Release WRIP - P Carmichael (July 2023).DOCX

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Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

Details and recitals

Parties:


Name	The Crown in Right of Tasmania (represented by the Department of Health)
Short form name	Employer
Address details	22 Elizabeth Street, Hobart

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. Pursuant to the Workforce Renewal Incentive Program implemented by the Employer the Employee has tendered their resignation of employment which is accepted by the Employer, both on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address
Peter Edward Carmichael 
Item 2 (clause 1.1): Ex Gratia Payment
\$30,000
Item 3 (clause 1.1): Employment End Date
12 July 2023
Item 4 (clause 1.1): Employment Exclusion Period
1 year

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Ex Gratia Payment means the payment set out in Item 2.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Ex Gratia Payment.

Right includes a right, a power, a remedy, a discretion or an authority.

State Owned Company means a company in respect of which all of its shares are held by the Crown or upon trust for the Crown, and includes a subsidiary of any such company.

Workforce Renewal Incentive Program means the program of the Employer put in place to renew and reprofile the Tasmanian State Service by offering an Ex Gratia Payment to employees in consideration of their resignation.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;

- (m) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Resignation of Employee

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of resignation of the Employee accepted by the Employer and effective on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Ex Gratia Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.
- (c) The Employee acknowledges that the Ex Gratia Payment is not in the nature of a redundancy payment and that their position in the State Service of Tasmania is not redundant and may be filled by another employee.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Ex Gratia Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:

- (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Ex Gratia Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure


- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Shane Gregory	Position Title:	Associate Secretary
Signature:		Date:	27 June 2023


Being a person who has authority to sign this Deed on behalf of the Employer

Witness:


Name:	Jamie Curtis	Position Title:	Executive Services Officer
Address:	2/22 Elizabeth St, Hobart, 7000		
Signature:		Date:	27 June 2023

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Peter Edward Carmichael		
Signature:		Date:	27/06/2023

Witness:

Name:	Jonathon Hughson	Position Title:	Regional Manager facilities & engineering
Address:	48 Liverpool St, Royal Hobart Hospital		
Signature:		Date:	28/6/2023



Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

The Crown in Right of Tasmania
(represented by the Department of Health)
(Employer)

and

GAVIN GERARD HARRISON
(Employee)

DPAC-Deed of release- Workforce Renewal Incentive Program-1-2014-AU
(December 2015)

REFERENCE AND CONTACT DETAILS
Department: Health
Contact officer: Bernadette Burke
Telephone: (03) 6166 6032
Email: bernadette.burke@health.tas.gov.au

Document ref: Attachment 2 - Deed of Release WRIP - G Harrison (August 2023) (003).docx

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Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of Health)
Short form name	Employer
Address details	22 Elizabeth Street, Hobart

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. Pursuant to the Workforce Renewal Incentive Program implemented by the Employer the Employee has tendered their resignation of employment which is accepted by the Employer, both on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address

Gavin Gerard Harrison



Item 2 (clause 1.1): Ex Gratia Payment

\$30,000

Item 3 (clause 1.1): Employment End Date

9 October 2023

Item 4 (clause 1.1): Employment Exclusion Period

1 year

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Ex Gratia Payment means the payment set out in Item 2.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994 (Tas)*.

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Ex Gratia Payment.

Right includes a right, a power, a remedy, a discretion or an authority.

State Owned Company means a company in respect of which all of its shares are held by the Crown or upon trust for the Crown, and includes a subsidiary of any such company.

Workforce Renewal Incentive Program means the program of the Employer put in place to renew and reprofile the Tasmanian State Service by offering an Ex Gratia Payment to employees in consideration of their resignation.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;

- (m) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Resignation of Employee

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of resignation of the Employee accepted by the Employer and effective on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Ex Gratia Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.
- (c) The Employee acknowledges that the Ex Gratia Payment is not in the nature of a redundancy payment and that their position in the State Service of Tasmania is not redundant and may be filled by another employee.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Ex Gratia Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:

- (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Ex Gratia Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure


- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing

Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Shane Gregory	Position Title:	Associate Secretary
Signature:		Date:	1 September 2023

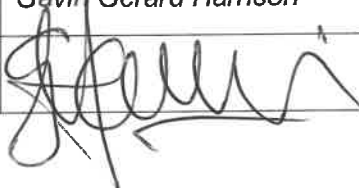
Being a person who has authority to sign this Deed on behalf of the Employer

Witness:


Name:	Ben Thorne	Position Title:	OTS – Workflow Coordinator
Address:	22 Elizabeth Street, Hobart, TAS, 7000		
Signature:	BThorne	Date:	1 September 2023

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Gavin Gerard Harrison		
Signature:		Date:	13/9/23 August 2023 GH

Witness:

Name:	BRADRICK SMITH	Position Title:	PUBLIC ASSISTANT
Address:	[REDACTED]		
Signature:		Date:	13.09.2023



Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

The Crown in Right of Tasmania
represented by the Department of Health
(Employer)

and

KEREN WISE
(Employee)

REFERENCE AND CONTACT DETAILS
Contact Officer: Bernadette Burke
Telephone: (03) 6166 6032
Email: bernadette.burke@health.tas.gov.au

Document Ref: Attach 2 - Deed of Release WRIP - Keren Wise (July 2024).DOCX

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Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

Details and recitals

Parties:

Name	The Crown in Right of Tasmania represented by the Department of Health
Short form name	Employer
Address details	GPO Box 125 HOBART TAS 7001

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. Pursuant to the Workforce Renewal Incentive Program implemented by the Employer the Employee has tendered their resignation of employment which is accepted by the Employer, both on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address

Keren Wise [REDACTED]

Item 2 (clause 1.1): Ex Gratia Payment

\$30,000

Item 3 (clause 1.1): Employment End Date

5 July 2024

Item 4 (clause 1.1): Employment Exclusion Period

1 year

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

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Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

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Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

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Item means an item in the Information Table.

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- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
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month means a calendar month.

Payments means the Accrued Entitlement Payment and the Ex Gratia Payment.

Right includes a right, a power, a remedy, a discretion or an authority.

State Owned Company means a company in respect of which all of its shares are held by the Crown or upon trust for the Crown, and includes a subsidiary of any such company.

Workforce Renewal Incentive Program means the program of the Employer put in place to renew and reprofile the Tasmanian State Service by offering an Ex Gratia Payment to employees in consideration of their resignation.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

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- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;

- (m) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Resignation of Employee

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of resignation of the Employee accepted by the Employer and effective on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Ex Gratia Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.
- (c) The Employee acknowledges that the Ex Gratia Payment is not in the nature of a redundancy payment and that their position in the State Service of Tasmania is not redundant and may be filled by another employee.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Ex Gratia Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:

- (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Ex Gratia Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure


- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Shane Gregory	Position Title:	Associate Secretary
Signature:		Date:	22 April 2024


Being a person who has authority to sign this Deed on behalf of the Employer

Witness:

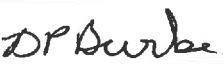
Name:	Neera Odhavji	Position Title:	Coordinator
Address:	Level 2, 22 Elizabeth St Hobart 7000		
Signature:		Date:	22 April 2024

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Keren Wise		
Signature:		Date:	24-04-2024

Witness

Name:	Bernadette Burke	Position Title:	A/HR Consultant
Address:	22 Elizabeth St, Hobart		
Signature:		Date:	24/4/24

BUSINESS CASE

Workforce Renewal Incentive Program (WRIP) – Individual

This form is may be completed electronically (remove blank rows) or printed for completion.

Agency:	Department of Health
Division/Branch:	Community Mental Health and Wellbeing – Public Health Services
Employee's Full Name:	Gavin Gerard Harrison
DOB and Age:	19/09/1961, 61
Award and classification:	Health and Human Services Award (HaHSA), Band 7
Position and Position Number:	Senior Consultant - Programs/Projects/Policy; Position Number 522477
Employee Annual Salary	\$127,092
Full-time/Part-time (hrs per wk) and FTE:	Full Time; 38 hours per week; 1.0 FTE

WRIP Payment Calculation

Eligible WRIP Service Start Date: <i>(Date commenced continuous employment in the Tasmanian State Service)</i>	2/2/1984
Proposed Separation Date:	31/8/2023
Continuous Years of Service:	39
WRIP Amount (Gross): <i>(Amount as per guide in Managing Positions in the State Service 2016, issued 11 April 2016)</i>	\$30,000

<p>Estimated Savings – if any: <i>(First year after separation exclude on-costs)</i></p>	<p>\$0 (payback period of WRIP is 1.81 years); position salary savings will not be realized until after this payback period</p>
<p>Employment Exclusion Period:</p>	<p>1 year</p>
<p>Date Workforce Renewal Incentive Program (WRIP) was approved by SSMO for the Agency or Work Area:</p>	

WRIP Criteria

A WRIP is an incentive program to encourage employees to leave the State Service thereby creating opportunities to:

- allow re-profiling and reclassification of that and other vacancies in the work area to better suit the current contemporary way to deliver those services; and/or
- enable a new employee with a new set of skills, knowledge and experience, including targeting a diversity group like youth/graduates, often at a lower classification point; and/or
- assign or transfer an identified or surplus employee into that position.

A Head of Agency is only to offer and approve a WRIP payment where it can be demonstrated:

1. that one of the above criteria can be met; and
2. they can support the employee leaving; and
3. the agency has the capacity to manage the cost within its existing budget.

Justification: *(In accordance with the above criteria)*

Gavin Harrison is a Band 7 employee currently employed in the position of Senior Consultant – Programs/Projects/Policy in Public Health Services (PHS), Department of Health (DoH).

This position is to be re-profiled and reduced in classification to a Band 6 role, focussed on maintaining critical IT infrastructure which supports the monitoring, management, notification processes and national reporting obligations around communicable diseases in Tasmania. Currently there is a single-point dependency which represents a significant risk to the Department's ability to manage notifiable diseases. This is currently a significant gap in PHS' organisational structure and capacity, and reclassification better meets the operational needs of the business unit. The Band 7 Senior Consultant – Programs/Projects/Policy position is no longer required in its current form. With funds from the position to be used to fully fund the creation of the new Band 6 Senior Database Administrator position, with remaining recurrent unspent funding to contribute towards PHS' salary budget deficit in future years. In the current budget environment, without re-profiling the Senior Consultant – Programs/Projects/Policy position, the Band 6 Senior Database Administrator could not be funded.

Drafting of the Statement of Duties for the proposed Band 6 Senior Database Administrator position will commence upon approval of this WRIP business case. It is anticipated that, if approved, the position will be created and filled by the end of 2023.

Separate to this proposed WRIP, Gavin Harrison has recently received an offer for a workers compensation settlement for a long-standing claim. Louise Brooks (Office of the Solicitor General) has been consulted with on the proposed actions in relation to both Gavin's workers compensation settlement and the WRIP. Louise has expressed no concerns, particularly noting that, although, as the current employer of Gavin, DoH has been consulting with Gavin on the proposed workers compensation settlement, the workers compensation claim liability sits with the Department of Education, Children and Young Persons (DECYP). It is expected that the workers compensation claim may be resolved separate to a WRIP separation.

Gavin has expressed an interest in vacating the position of Senior Consultant – Programs/Projects/Policy as part of the Tasmanian State Service's Workforce Renewal Incentive Program (WRIP), should this Business Case be approved.

Public Health Services is recommending that a \$30,000 WRIP be offered to Gavin Harrison. Gavin commenced work with the Department of Health on 22/4/2001, however his State Service start date for Long Service Leave purposes is 02/02/1984, reflective of 17 years of prior employment with the Aboriginal and Torres Strait Islander Services (ATSIS). His WRIP calculation is based on 44,130.26 hours, which represents over 22 years of full time Tasmanian State service and equates to a gross payment of \$22,334. Based on his combined employment of 39 years in government departments (both Federal and State), the Business Unit considers the payment of the maximum WRIP amount of \$30,000 to be appropriate, as recognition of his overall service to the public throughout his career.

The proposed WRIP for Gavin Harrison has been discussed between the A/Chief Executive, Public Health Services (Matthew Arnold) and the A/Deputy Secretary, Community Mental Health and Wellbeing (George Clarke), who has indicated his support for this action.

Payback period and any savings to the Agency: (Provide details of calculation here)

Payback period = 1.81 years


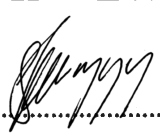
Proposed WRIP	\$30,000
Rec Leave and Leave Loading payout	\$9,286
Long Service Leave payout	\$6,682
Total Cost	\$45,968


Band 7	\$127,092
Band 6	\$101,702
Difference between current position cost and proposed position cost (reduction in classification)	\$25,390

Therefore , the payback period = 45 968 / 25 390 = 1.81 years.

Please note that employees who are being offered a WRIP are to be advised to:

- seek financial advice on potential implications on superannuation and taxation prior to accepting an offer of a WRIP. In this regard it is important that the proposed separation date allows sufficient time for an employee to seek such advice is they choose to do so.
- that a WRIP will not be regarded or treated as a redundancy.

<p>Business Case completed by:</p> <p>Name: Kerrienne Taylor, Senior Consultant Operations, Public Health Services, DoH</p> <p>Signature.....</p> <p>Date: 31/07/2023</p> <p>Contact No: 6166 0635</p>	<p>Head of Agency:</p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED</p> <p>Signature.....</p> <p>Date: 10/08/2023</p>
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Comments from Associate Secretary	Approved /Not Approved/ Noted
	 Shane Gregory Associate Secretary Date: 10 August 2023

Critical Date: 9 August 2023

Minute to Associate Secretary

Subject: WRIP – Gavin Gerard Harrison – Community Mental Health and Wellbeing – Public Health Services

Purpose

To:

- **Seek your approval for a Workforce Renewal Incentive Payment (WRIP) to Gavin Harrison (E# 522477) by way of your approval of the WRIP Business Case (Attachment 1) and Deed of Release (Attachment 2).**

Summary of Key Issues

- The Band 7 Senior Consultant – Programs/Projects/Policy position is no longer required in its current form. With funds from the position to be used to fully fund the creation of the new Band 6 Senior Database Administrator position, with remaining recurrent unspent funding to contribute towards Public Health Services’ (PHS) salary budget deficit in future years. In the current budget environment, without re-profiling the Senior Consultant – Programs/Projects/Policy position, the Band 6 Senior Database Administrator could not be funded.
- The change has minimal impact on staff. This position is to be re-profiled and reduced in classification to a Band 6 role, focussed on maintaining critical IT infrastructure which supports the monitoring, management, notification processes and national reporting obligations around communicable diseases in Tasmania. Currently there is a single-point dependency which represents a significant risk to the Department’s ability to manage notifiable diseases. This is currently a significant gap in PHS’ organisational structure and capacity, and reclassification better meets the operational needs of the business unit.
- Drafting of the Statement of Duties for the proposed Band 6 Senior Database Administrator position will commence upon approval of this WRIP business case. It is anticipated that, if approved, the position will be created and filled by the end of 2023.

- Gavin Harrison is employed as a Senior Consultant - programs/projects/policy (522477) within PHS and has been employed by the Department of Health (DoH) since 2 February 1984. As per the Business Case (**Attachment 1**) it is proposed that Gavin separates from DoH on 31 August 2023.
- Separate to this proposed WRIP, Gavin Harrison has recently received an offer for a workers compensation settlement for a long-standing claim. Louise Brooks (Office of the Solicitor General) has been consulted with on the proposed actions in relation to both Gavin's workers compensation settlement and the WRIP. Louise has expressed no concerns, particularly noting that, although, as the current employer of Gavin, DoH has been consulting with Gavin on the proposed workers compensation settlement, the workers compensation claim liability sits with the Department of Education, Children and Young Persons (DECYP). It is expected that the workers compensation claim may be resolved separate to a WRIP separation.
- The Business Case is endorsed by Acting Chief Executive Public Health Services, Matthew Arnold and supported by George Clark, Acting Deputy Secretary – Community Health and Wellbeing Services
- This WRIP is to be processed in accordance with the provisions of *Managing Positions in the State Services (MPSS) – 2016*. WRIP calculations are attached (**Attachment 3**).
- A WRIP would allow Community Health Services to re-profile and reclassify Gavin's position of that and other vacancies in the work area to better suit the current contemporary way to deliver those services. This will also enable new employee with a new set of skills, knowledge and experience including targeting a diversity group like youth/graduates, often at a lower classification point; and/or assign or transfer an identified or surplus employee into that position.
- Gavin's eligible start date for the purposes of a WRIP is 2 February 1984. With an exit date planned for 31 August 2023 should a WRIP be approved, Gavin would be entitled to a gross payment of \$30 000 plus accrued leave.
- Gavin's salary is \$127 092 per annum. A new appointment to the position is likely to commence at the salary level of a Senior Data Base and Administrator Band 6 Range 1 Level 2 which is \$101 705. This will result in savings to Community Mental Services as this proposed position is of a lower classification.

Financial Considerations

- The cost of the WRIP is \$30 000 and this cost can be met by the Community Mental Services budget.

Attachments

- 1 WRIP Business Case
- 2 Deed of Release
- 3 WRIP Calculations

Recommendation

That you:

- I Sign the WRIP Business Case (Attachment 1) and Deed of Release (Attachment 2) approving a WRIP payment to Gavin Harrison.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Michelle Searle, Chief People Officer on 8 August 2023. Contact number: 6166 1080

Agreement with the document and the content within it has been provided by:

Cameron Dinnessen, Director HR Management

Denis Lockley, A/HR Manager, Statewide Human Resource Management

George Clark, A/Deputy Community Health and Wellbeing

Matthew Arnold, A/Chief Executive Public Health Services.

This Minute was prepared by:

Kristen Swain, HR and Workplace Relations Advisor on 2 August 2023.

Contact number: 0479 908 625



Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

The Crown in Right of Tasmania
represented by the Department of Health
(Employer)

and

Jeanette Frances Wise
(Employee)

REFERENCE AND CONTACT DETAILS

Contact Officer: [name]
Telephone: (03) 6166 xxxx
Email: xxxx@health.tas.gov.au

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Deed of release

Termination of employment pursuant to the Workforce Renewal Incentive Program

Details and recitals

Parties:

Name	The Crown in Right of Tasmania represented by the Department of Health
Short form name	Employer
Address details	GPO Box 125 HOBART TAS 7001

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. Pursuant to the Workforce Renewal Incentive Program implemented by the Employer the Employee has tendered their resignation of employment which is accepted by the Employer, both on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address

Jeanette Frances Wise 
--

Item 2 (clause 1.1): Ex Gratia Payment

\$30,000.00

Item 3 (clause 1.1): Employment End Date

31 March 2024

Item 4 (clause 1.1): Employment Exclusion Period

1 year

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Ex Gratia Payment means the payment set out in Item 2.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Ex Gratia Payment.

Right includes a right, a power, a remedy, a discretion or an authority.

State Owned Company means a company in respect of which all of its shares are held by the Crown or upon trust for the Crown, and includes a subsidiary of any such company.

Workforce Renewal Incentive Program means the program of the Employer put in place to renew and reprofile the Tasmanian State Service by offering an Ex Gratia Payment to employees in consideration of their resignation.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;

- (m) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Resignation of Employee

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of resignation of the Employee accepted by the Employer and effective on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Ex Gratia Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.
- (c) The Employee acknowledges that the Ex Gratia Payment is not in the nature of a redundancy payment and that their position in the State Service of Tasmania is not redundant and may be filled by another employee.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Ex Gratia Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:

- (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Ex Gratia Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure


- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Shane Gregory	Position Title:	Associate Secretary
Signature:		Date:	22 February 2024


Being a person who has authority to sign this Deed on behalf of the Employer

Witness:

Name:	Kerri Philpott	Position Title:	Assistant Manager, Governance, Executive and Ministerial Services
Address:	Level 2, 22 Elizabeth Street, Hobart 7000		
Signature:		Date:	26 February 2024

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Jeanette Frances Wise		
Signature:		Date:	26/2/24

Witness

Name:	Madeleine Postmes	Position Title:	NM operating room Site
Address:			
Signature:		Date:	26/2/24

DEPARTMENT OF HEALTH
Employee Exit Form

Employee and Manager to complete and send to Payroll TWO WEEKS PRIOR to the exit date.



Employee to Complete

Employee Name	Jeanette Wise
Employee Number	249439
Position Title/s and Number/s	Registered Nurse 522106
Work Unit/s	Operating Room Suite
Last Working Day	31 st March 2024
Exit Certificate Details	<input checked="" type="checkbox"/> Certificate of Service <input checked="" type="checkbox"/> Separation Certificate (required for Centrelink)

Select and complete either A or B

A) I am leaving ALL employment with the Department

Forwarding Postal Address	[REDACTED]
Forwarding Email	[REDACTED]

PLEASE NOTE: Do not close your existing Superannuation account until AFTER your final termination payments have been received by your super fund.

Employee Sign Off

Employee Signature	<i>J. Wise</i>	Date	26.2.24
---------------------------	----------------	-------------	---------

You are required to return Department property to your manager.
For example: uniforms, computer equipment, ID cards, keys, mobile phone, motor vehicle, pager, security pass, crypto card, parking permits, credit card.

Please list the items below and specify a planned return date.

--



Manager to Complete


Reason for Exit (select one only)

Employee-initiated (actioned by Payroll)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Resignation | <input type="checkbox"/> Resignation – early termination of fixed term contract |
| <input type="checkbox"/> Retirement – voluntary | <input type="checkbox"/> Retirement – ill health |
| <input type="checkbox"/> End of fixed-term contract | <input type="checkbox"/> Moving to new position |

Have you arranged for Department property to be returned?	<input checked="" type="checkbox"/> Yes on 26/2
Have you informed the employee about final arrangements, as well how they can provide feedback?	<input checked="" type="checkbox"/> Yes on
Have you requested systems access removal?	<input checked="" type="checkbox"/> Yes on 25/2

Manager Sign Off

Manager Name	Madeleine Postmus		
Manager Employee Number	346275		
Manager Signature		Date	26/2/24


What's Next

1. Send this completed form to Payroll Services a minimum of 2 weeks before the exit date
2. Monitor and follow up the return of Department property and removal of systems access by the exit date

Payroll use only

Processed by		Date	
Checked by		Date	



Comments from Associate Secretary	Approved / Not Approved / Noted
	 Shane Gregory Associate Secretary Date: 22 February 2024

Critical Date: 1 March 2024

Minute to Associate Secretary

**Subject: Workforce Renewal Incentive Payment – Jeanette Wise,
Registered Nurse – Operating Room Suite**

Purpose

To seek your approval for a **Workforce Renewal Incentive Payment (WRIP)** to **Jeanette Wise (249439)** by way of your approval of the **WRIP Business Case (Attachment 1)** and **Deed of Release (Attachment 2)**.

Summary of Key Issues

- Jeanette commenced employment with the Department of Health on 17 October 1999 as a Registered Nurse (RN) with the Operating Room Suite in the Launceston General Hospital (LGH). They are currently classified as a Registered Nurse Grade 4 Year 5 at 0.8FTE and attracts a salary of \$82 597 per annum.
- Jeanette has been on extended sick leave for the last three and a half years. In November 2023 Jeanette provided a medical certificate from her GP to return to work on restricted duties and hours.
- A medical report provided by Jeanette’s GP in February 2024 states that she is not currently fit to perform duties of a Grade 4 RN and it is not yet known to what extent Janette will be able to perform her full duties.
- The medical report also included some ongoing medical issues that could impact Jeanette’s ability of movement and returning to their substantive role at the Operating Room Suite.
- Jeanette’s portfolio in the Operating Room Suite is in Gynaecology and has responsibilities of a scrub, circulation, and anaesthetic nurse. The position involves a lot of movement and the ability to move quickly in an emergency and apply advanced life support skills.
- Janette’s portfolio also has additional duties of preference card writing, equipment and stock management, training of staff, acting as team leader for Gynaecology lists whilst also scrubbing and scouting.

- Operating Rooms Suite is unable to place Jeanette in a frontline nursing role anywhere across the service due to the current medical certificate and report. Nursing roles away from the Operating Room Suite, would require significant reskilling.
- A WRIP would allow the Operating Room Suite to recruit Jeanette's position on a permanent basis and engage an employee with a new and contemporary set of nursing skills. The backfill would occur within a six-month period of any WRIP payment, in line with Managing Positions in the State Service.
- Jeanette's eligible start date for the purposes of a WRIP is 17 October 1999. With an exit date planned for 31 March 2024 should a WRIP be approved, Jeanette would be entitled to a gross payment of \$30 000 plus accrued leave.
- Jeanette's salary is \$82 597 per annum. A new appointment to the position at 0.8FTE is likely to commence at the salary level of a Registered Nurse Grade 3 Year 4 which is \$68 151. This will result in savings to Operating Room Suite over a period while the new incumbent moves through the salary increments.

Financial Considerations

- The cost of the WRIP is \$30 000 and this cost can be met by the Operating Room Suite budget.

Attachments

- 1 WRIP Business Case
- 2 Deed of Release
- 3 Calculated WRIP

Recommendation

That you sign the WRIP Business Case (Attachment 1) and Deed of Release (Attachment 2) which approves a WRIP payment to Jeanette Wise.

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Michelle Searle, Chief People Officer on 22 February 2024. Contact number: 6166 1080

Agreement with the document and the content within it has been provided by:

Cameron Dinnessen, Director HR Management.


Elizabeth Gadsbey, Nursing Director of Surgical and Perioperative Services

Kerrie Mahon, Acting Executive Director , Operations and Performance

This Minute was prepared by:

Melanie Cornelius, HR and Workplace Relations Advisor on 7 February 2024.

Contact number: 6166 3822

Comments from Secretary	Approved / Not Approved / Noted
	 Dale Webster Secretary Date: 23 November 2024

Critical Date: 25 November 2024

Minute to Secretary

Subject: Warehouse Team Leader – Workforce Renewal Incentive Program

Purpose

To:

Seek your approval and signature on the business case and Deed of Release for a Workforce Renewal Incentive Program (WRIP) for Brett Cornish who is a Statewide Supply team member based in Launceston.

Summary of Key Issues

- Brett has been a THS employee for 25 years and works in the Statewide Supply team in the Finance and Business Support group. Brett is close to retirement and has been struggling with attendance due to poor health.
- Brett is the warehouse Team Leader at the Kings Meadows warehouse. It has been identified that Brett does not have the management and leadership skills required to adequately perform the Team Leader role. Brett has indicated that he has no desire to attend any available training to increase his management and leadership skills at this late stage in his career.
- If this WRIP is supported, the Northern Supply team will be able to recruit a Team Leader with the correct skill set to lead the team.
- The financial figures are calculated as at the 30 October. The critical date is to expedite the WRIP process to avoid recalculations and any further revisions.

Financial Considerations

- The WRIP payment figure is \$24 468.

Attachments

- 1 Business Case (signed by Nathan Hall)
- 2 Deed of Release (WRIP) (signed by Brett Cornish)

Recommendations

That you:

- 1 approve the business case and deed of release and**
- 2 sign the business case and deed of release.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Shane Bond, Director Finance and Procurement on 21 November 2024

Craig Jeffery, Chief Financial Officer on 21 November 2024

This Minute was prepared by:

Nathan Hall, Manager Statewide Supply on 20 November 2024. Contact number: 0436 800 533

BUSINESS CASE

Workforce Renewal Incentive Program (WRIP) – Individual

This form is may be completed electronically (remove blank rows) or printed for completion.

Agency:	Department of Health
Division/Branch:	Infrastructure Services – Engineering and Maintenance
Employee's Full Name:	Peter Edward Carmichael
DOB and Age:	12/06/1959 Age 63
Award and classification:	Health and Human Services Award, Administrative & Clerical Band 7 Range 2 Level 3
Position and Position Number:	Compliance and Contract Manager #516576
Employee Annual Salary	\$127,092
Full-time/Part-time (hrs per wk) and FTE:	Fulltime 1 FTE (has been on temporary decrease of hours)

WRIP Payment Calculation

Eligible WRIP Service Start Date: <i>(Date commenced continuous employment in the Tasmanian State Service)</i>	19/07/1981
Proposed Separation Date:	12 July 2023
Continuous Years of Service:	41.98
WRIP Amount (Gross):	\$30,000

<p>Estimated Savings – if any: <i>(First year after separation exclude on-costs)</i></p>	<p>\$6,343 plus savings on wages while the position is re-profiled, advertised and filled. See payback notes below</p>
<p>Employment Exclusion Period:</p>	<p>1 year</p>
<p>Date Workforce Renewal Incentive Program (WRIP) was approved by SSMO for the Agency or Work Area:</p>	<p>N/A</p>

WRIP Criteria

A WRIP is an incentive program to encourage employees to leave the State Service thereby creating opportunities to:

- allow re-profiling and reclassification of that and other vacancies in the work area to better suit the current contemporary way to deliver those services; and/or
- enable a new employee with a new set of skills, knowledge and experience, including targeting a diversity group like youth/graduates, often at a lower classification point; and/or
- assign or transfer an identified or surplus employee into that position.

A Head of Agency is only to offer and approve a WRIP payment where it can be demonstrated:

1. that one of the above criteria can be met; and
2. they can support the employee leaving; and
3. the agency has the capacity to manage the cost within its existing budget.

Justification: *(In accordance with the above criteria)*

In January 2021, Infrastructure Services released a change proposal focusing on a new management structure with four functional streams:

- Asset Management
- Capital Programming and Delivery
- Commercial Services
- Business Support

The change proposal consolidated facilities management and maintenance, that was previously dispersed across the Department of Health and Tasmanian Health Services.

The Contracts and Compliance Manager role (Band 7) is located within Facilities and Engineering South (Based in the RHH) and currently reports to the Regional Manager Facilities and Engineering – South.

The Asset Management stream is establishing a contract management and compliance function within the unit that will enable consistent management of statutory compliance requirements State-wide across all DoH facilities. This Statewide position is proposed to report to the Manager - Asset Management located in 22 Elizabeth Street, Hobart.

Creating this vacancy will allow an opportunity to change the skills and expectations of the role and recruitment of an employee who has the most current qualifications, skills and experience suited to implement contemporary State-wide policies and procedures to ensure effective procurement services and contract management systems and processes.

Payback period and any savings to the Agency: *(Provide details of calculation here)*

The vacant position created by the approval of this WRIP will be the subject of a recruitment process within the 6-month timeframe, as required under Managing Positions in the State Service Toolkit for Managers.

Peter's salary is \$127,092 per annum. A new appointment to the position is likely to commence at the salary level of an Administrative and Clerical Band 7, Range 1, Level 2 which is \$120,749.


This will result in savings to Infrastructure Services over a period of time while the new incumbent moves through the salary increments.

Please note that employees who are being offered a WRIP are to be advised to:

- seek financial advice on potential implications on superannuation and taxation prior to accepting an offer of a WRIP. In this regard it is important that the proposed separation date allows sufficient time for an employee to seek such advice if they choose to do so.
- that a WRIP will not be regarded or treated as a redundancy.

<p>Business Case completed by:</p> <p>Name Stuart Jones.</p> <p>Signature </p> <p>Date: 19/05/2023</p> <p>Contact No: 0438 136 503</p>	<p>Head of Agency:</p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED</p> <p>Signature.. </p> <p>Date: 27 June 2023</p>
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File No.: SEC24/706

Comments from Associate Secretary	Approved / Not Approved / Noted
	 Shane Gregory Associate Secretary Date: 22 April 2024

Critical Date:

Minute to Associate Secretary

Subject: Workforce Renewal Incentive Payment – Keren Wise

Purpose

To:

- provide you with the details of a **Workforce Renewal Incentive Payment (WRIP)** request for **Keren Wise (Emp No. 471947), Executive Officer, Finance and Business Support (FBS), Financial Reporting and Budget**; and
- seek your authorisation of said **WRIP** request by approving the **Business Case (Attachment 1)** and **Deed of Release (Attachment 2)**.

Summary of Key Issues

- Keren has been employed with the Department of Health since 4 March 2009 and is employed as a full time Executive Officer in the Financial Reporting and Budget team in FBS.
- The Executive Officer – Finance position was originally responsible for management and financial accounting duties associated with the Royal Hobart Hospital. This position moved to the THS Financial Reporting team upon creation of the Statewide service, however, it remained vacant for a substantial period thereafter. The intention was to re-profile and possibly reclassify the duties associated with this position to better suit the Statewide service reporting requirements.
- Keren is substantively Band 6 and was undertaking higher duties as a Band 7 Business Manager prior to a change process in 2019. As a result of the change there was a requirement to move Keren from the Business Manager position into the Executive Officer – Finance position on a temporary basis. Therefore, re-profiling of the Executive Officer duties did not occur.
- The key focus of the FBS - Financial Reporting and Budget team is currently evolving, and as such the Executive Officer – Finance position will be required to undertake a different set of duties moving forward. A WRIP has been offered to Keren because these additional duties do not align with the direction Keren would like her career to progress in.

- This will provide the unit with an opportunity to engage an employee with a new and contemporary set of skills. The new appointment is likely to commence at the salary level of Band 6 Range I Level 2 which is \$104,756. In addition to the vacancy period which also provides cost savings, FBS will experience additional savings over the period while the new incumbent moves through the salary increments.
- Under *Managing People in the State Service (MPSS) 2016* a WRIP payment may be used to provide an incentive to encourage permanent employees to voluntarily leave their State Service employment if an opportunity is provided to:
 - re-profile the position; or
 - renew and/or re-profile the demographic/skill set of the occupational group; or
 - enable an “Identified employee” to be assigned or transferred to those duties.
- The Director Finance and Procurement, Shane Bond and Chief Financial Officer, Craig Jeffery are supportive of the WRIP being offered to Keren.
- If the WRIP is approved, the proposed separation date is 5 July 2024. The employee intends to take Leave Without Pay for the period 26 April 2024 until 5 July 2024.

Financial Considerations

- The cost of the WRIP is \$30 000 plus their leave entitlement balance owed on the cessation date. The cost will be met by the FBS budget.

Attachments

- 1 WRIP Business Case – Keren Wise
- 2 Deed of Release – Keren Wise
- 3 WRIP Calculations – Keren Wise

Recommendation

That you:

- 1 **acknowledge the WRIP request for Keren Wise; and**
- 2 **sign the WRIP Business Case (Attachment 1) and Deed of Release (Attachment 2) approving said request.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Cameron Dinnessen, A/Chief People Officer on 21 April 2024

Contact number: 0419 576 110.

Agreement with the document and the content within it has been provided by:

Debby Crespan, Director Workplace Relations

Shane Bond, Director Finance and Procurement

Nick Barwick, Manager - Financial Reporting.

This Minute was prepared by:

Bernadette Burke, A/HR Consultant on 9 April 2024.

Contact number: 6166 6032

BUSINESS CASE

Workforce Renewal Incentive Program (WRIP) – Individual

Agency:	Department of Health
Division/Branch:	Financial Reporting and Budget, Finance and Business Support
Employee's Full Name:	Keren Wise (E# 471947)
DOB and Age:	21 January 1965: 59
Award and classification:	HAHSA Band 6 Range 2 Level 5
Position and Position Number:	Executive Officer Finance (510869)
Employee Annual Salary	\$118 730
Full-time/Part-time (hrs per wk) and FTE:	Full time – 76 hpf

WRIP Payment Calculation

Eligible WRIP Service Start Date: <i>(Date commenced continuous employment in the Tasmanian State Service)</i>	4 March 2009
Proposed Separation Date:	5 July 2024
Continuous Years of Service:	15.21 years
WRIP Amount (Gross):	\$30 000
Estimated Savings – if any: <i>(First year after separation exclude on-costs)</i>	\$66 352
Employment Exclusion Period:	1 year

WRIP Criteria

A WRIP is an incentive program to encourage employees to leave the State Service thereby creating opportunities to:

- allow re-profiling and reclassification of that and other vacancies in the work area to better suit the current contemporary way to deliver those services; and/or
- enable a new employee with a new set of skills, knowledge and experience, including targeting a diversity group like youth/graduates, often at a lower classification point; and/or
- assign or transfer an identified or surplus employee into that position.

A Head of Agency is only to offer and approve a WRIP payment where it can be demonstrated:

1. that one of the above criteria can be met; and
2. they can support the employee leaving; and
3. the agency has the capacity to manage the cost within its existing budget.

Justification:

The Executive Officer Finance position was originally responsible for management and financial accounting duties associated with the Royal Hobart Hospital. This position moved to the THS Financial Reporting team upon creation of the Statewide THS, however, it remained vacant for a substantial period thereafter. The intention was to re-profile and possibly reclassify the duties associated with this position to better suit Statewide THS reporting requirements at that time.

Before the re-profiling of this position was finalised, there became an urgent need to move Keren Wise into this position due to the initial Business Manager change proposal process and its repercussions for current employees. It was initially intended that Keren would occupy the Executive Officer Finance position on a temporary basis, however, this arrangement has been in place since that time.

The duties Keren has been undertaking while occupying this position largely align with a now repurposed position Keren occupied before joining the Statewide THS. Upon completion of the WRIP process, it is estimated that the Executive Officer Finance position will remain vacant for a period of six months while an assessment of its duties is undertaken, with a view to establishing a position at the same classification that better aligns with Finance and Business Support's current needs.

Payback period and any savings to the Agency: *(Provide details of calculation here)*

Proposed WRIP	\$30 000
Rec Leave and Leave Loading payout	\$35 348
Long Service Leave payout	\$45 665
Total Cost	\$111 013

Current Band 6 Range 2 Level 5	\$118 730
Band 6 Range 1 Level 2	\$104 756
Savings	
6 months saving B6 R2 L5	\$59 365
Potential 6 months saving at the lower level B6 R1 L2	\$6 987
	\$66 352

Therefore, the payback period = \$111 013 / \$118 730 = 0.94 years.

Please note that employees who are being offered a WRIP are to be advised to:

- seek financial advice on potential implications on superannuation and taxation prior to accepting an offer of a WRIP. In this regard it is important that the proposed separation date allows sufficient time for an employee to seek such advice if they choose to do so.
- that a WRIP will not be regarded or treated as a redundancy.

Business Case completed by:

Name: Nick Barwick

Signature: 

Date: 28 / 03 / 2024


Contact No: 6166 8001

Head of Agency:

Authorising Officer - Head of Agency

APPROVED NOT APPROVED

Name: Shane Gregory.

Signature: 

Date: 22 April 2024

Contact No: 0400 217 216

BUSINESS CASE

Workforce Renewal Incentive Program (WRIP) – Individual

This form is may be completed electronically (remove blank rows) or printed for completion.

Agency:	Department of Health
Division/Branch:	ORS - LGH
Employee's Full Name:	Jeanette Wise
DOB and Age:	8 April 1962, 61 years
Award and classification:	Nurses and Midwives (TSS) Award, Reg Nurse Grd 4 Yr5
Position and Position Number:	Registered Nurse - ORS
Employee Annual Salary	102,908.00 FTE
Full-time/Part-time (hrs per wk) and FTE:	30.5 hours, .8026316 FTE

WRIP Payment Calculation

Eligible WRIP Service Start Date: <i>(Date commenced continuous employment in the Tasmanian State Service)</i>	19 September 1999
Proposed Separation Date:	31 March 2024
Continuous Years of Service:	24
WRIP Amount (Gross): <i>(Amount as per guide in Managing Positions in the State Service 2016, issued 11 April 2016)</i>	\$30,000 WRIP \$6,185 rec leave \$11,268 IsI \$47,453 Total
Estimated Savings – if any: <i>(First year after separation exclude on-costs)</i>	RN G4 Y5 \$102,908 v RN G3 Y2 \$78, 561 = \$24, 347

Employment Exclusion Period:	1 year
Date Workforce Renewal Incentive Program (WRIP) was approved by SSMO for the Agency or Work Area:	

WRIP Criteria

A WRIP is an incentive program to encourage employees to leave the State Service thereby creating opportunities to:

- allow re-profiling and reclassification of that and other vacancies in the work area to better suit the current contemporary way to deliver those services; and/or
- enable a new employee with a new set of skills, knowledge and experience, including targeting a diversity group like youth/graduates, often at a lower classification point; and/or
- assign or transfer an identified or surplus employee into that position.

A Head of Agency is only to offer and approve a WRIP payment where it can be demonstrated:

1. that one of the above criteria can be met; and
2. they can support the employee leaving; and
3. the agency has the capacity to manage the cost within its existing budget.

Justification: *(In accordance with the above criteria)*

Jeanette Wise is a Grade 4 Registered Nurse (RN) who has experienced a significant period of unplanned leave over the past 3 years. The belief is that with Jeanette's ongoing medical issues, a return to her substantive position would be untenable.

Jeanette's substantive position located the Operating Suite in the Launceston General Hospital includes duties representative of a Grade 4 shift working registered nurse.

Substantive Duties

As a Grade 4 RN employee in the ORS in Department of Health (DoH), the focus of Jeanette's responsibilities has been:

- **Scrub Nurse** – handling heavy instrument trays, handling instruments, assisting the surgeon, prepping and draping patients ready for surgery. This role also involves standing for large amounts of time and high levels of prolonged concentration.
- **Circulating Nurse** – handling heavy instrument trays, opening consumables, clear written documentation involving surgical counts and patient care with complete accuracy and legibility, computer input and scanning of items, patient positioning, patient cleaning and transfers, setting up of equipment, cleaning and restocking between patients, ensuring patient flow with quick turnovers. This also involves a significant physical component of having to move quickly often and assisting with patient movement.
- **Anaesthetic Nurse** – assisting the anaesthetist with patient treatment including induction, cannulation, insertion of spinals, intubation, setting up equipment, retrieving specialised equipment in an emergency, airway management, patient positioning. This role also involves a great deal of movement, the ability to move quickly in an emergency and apply advanced life support skills.
- Jeanette's portfolio as a Grade 4 nurse is Gynaecology in which she has the additional duties of maintaining that portfolio with preference card writing, equipment and stock management, training of staff, acting as team leader for Gynae lists whilst also scrubbing and scouting.
- During covid Jeanette was placed in stores to maintain and source covid related equipment. This was not actually a specific role or position, just what was required at the time.

While Jeanette has been on leave her grade 4 position has been backfilled by fixed term employees including agency nurses.

Redeployment for Jeanette to an alternative workplace as an RN would be difficult due to limitations from her medical issues. Should the service consider alternative duties/positions extensive training and suitability assessment would be required.

Jeanette is open to consideration for a WRIP. A WRIP would allow ORS LGH to recruit the position on permanent basis and engage an employee with a new and contemporary set of nursing skills. The backfill would occur within a six-month period of Jeanette WRIP payment, in line with MPSS.

Payback period and any savings to the Agency: *(Provide details of calculation here)*

Lowest grade and year that we can recruit to this position to replace Jeanette is a Grade 3 year 2. Since Jeanette has been on extended leave, other senior members of staff in the ORS have undergone formal capability assessment elevating them to a grade 4 classification to support the Gynaecology portfolio. In the ORS, our focus is currently to build our own workforce, concentrating on increasing numbers of transition to practice nurses with the support of clinical coaches to enable long term succession planning and future proofing our workforce. The aim would be to recruit a registered nurse who has completed a transition to practice year in 2023 with an interest in Theatre nursing.

Calculation of savings :

RN G4 Y5 \$102,908 v RN G3 Y2 \$78, 561 = \$24, 347


Please note that employees who are being offered a WRIP are to be advised to:

- seek financial advice on potential implications on superannuation and taxation prior to accepting an offer of a WRIP. In this regard it is important that the

proposed separation date allows sufficient time for an employee to seek such advice if they choose to do so.

- that a WRIP will not be regarded or treated as a redundancy.

<p>Business Case completed by:</p> <p>Name: Madeleine Postmus</p>  <p>Date: 31/01/2024</p> <p>Contact No: 6777 4373</p>	<p>Head of Agency:</p> <p>Authorising Officer - Head of Agency</p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED</p> <p>Name: .Shane Gregory, Associate Secretary</p>  <p>Signature:</p> <p>Date: 22 /02 / 2024</p> <p>Contact No: 6166 1575</p>
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Comments from Associate Secretary	Approved /Not Approved/ Noted
	 Shane Gregory Associate Secretary Date: 27 June 2023

Critical Date: 27 June 2023

Minute to Associate Secretary

Subject: WRIP – Peter Carmichael – Infrastructure Facilities and Engineering South – Asset Management Services

Purpose

To:

- **Seek your approval for a Workforce Renewal Incentive Payment (WRIP) to Peter Carmichael (E# 206720) by way of your approval of the WRIP Business Case (Attachment 1) and Deed of Release (Attachment 2).**

Summary of Key Issues

- In January 2021, Infrastructure Services released a change proposal focusing on a new management structure with four functional streams:
 - Asset Management
 - Capital Programming and Delivery
 - Commercial Services
 - Business Support
- The change proposal consolidated facilities management and maintenance, that was previously dispersed across the Department of Health and Tasmanian Health Services, under three regional Facilities and Engineering Managers reporting to the Director, Asset Management Services.
- In 2022, an additional Change Proposal was developed to improve contract management and compliance systems and processes, through a centralised approach. This change will also allow Asset Management to implement consistent maintenance contracts across the State.

- The change has minimal impact on most staff except for the Contracts and Compliance Manager role (Band 7). This role would be re-located to Asset Management, 22 Elizabeth Street reporting to the Manager Asset Management and a Senior Contract and Compliance Officer position (Band 6) would also be created.
- As a result of the changes, facilities and maintenance services will be consolidated and allow an opportunity to reprofile the position of Compliance and Contract Manager (516576) making changes to the skills and expectations of the role to better meet organisational requirements. There is also potential to recruit an employee who has the most current qualifications, skills and experience suited to implement contemporary State-wide policies and procedures to ensure effective procurement services and contract management systems and processes.
- Peter Carmichael is employed as a Compliance and Contract Manager (516576) within Infrastructure Facilities and Engineering South and has been employed by the Department of Health (DoH) since 19 July 1981. As per the Business Case (**Attachment 1**) it is proposed that Peter separates from DoH on 12 July 2023.
- The Business Case is supported by Sharon Cody, Director – Asset Management Services.
- This WRIP is to be processed in accordance with the provisions of *Managing Positions in the State Services (MPSS) – 2016*. WRIP calculations are attached (**Attachment 3**).
- A WRIP would allow Asset Management Services to recruit to Peter’s position on a permanent basis and engage an employee with a contemporary set of skills. The backfill would occur within a six-month period of Peter’s WRIP payment, in line with MPSS.
- Peter’s eligible start date for the purposes of a WRIP is 19 July 1981. With an exit date planned for 12 July 2023 should a WRIP be approved, Peter would be entitled to a gross payment of \$30,000 plus accrued leave.
- Peter’s salary is \$127,092 per annum. A new appointment to the position is likely to commence at the salary level of an Administrative and Clerical Band 7 Range 1 Level 2 which is \$120,749. This will result in savings to Asset Management Services over a period while the new incumbent moves through the salary increments.

Financial Considerations

- The cost of the WRIP is \$30,000 and this cost can be met by the Asset Management Services budget.

Attachments

- 1 WRIP Business Case
- 2 Deed of Release
- 3 WRIP Calculations

Recommendation

That you:

- 1 **Sign the WRIP Business Case (Attachment 1) and Deed of Release (Attachment 2) which approves a WRIP payment to Peter Carmichael.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Cameron Dinnessen, Director HR Management on 23 June 2023. Contact number: 6166 1080

Agreement with the document and the content within it has been provided by:

Matthew Wilson, A/Director HR Management

Denis Lockley, A/HR Manager, Statewide Human Resource Management

Andrew Hargrave, Deputy Secretary Infrastructure

Stuart Jones, Manager – Asset Management.

This Minute was prepared by:

Bernadette Burke, HR and Workplace Relations Advisor on 9 June 2023.

Contact number: 6166 6032



Deed of release

Termination of employment by reason of redundancy

The Crown in Right of Tasmania
represented by the Department of Health
(Employer)

and

Dr Diane Caney
(Employee)

REFERENCE AND CONTACT DETAILS
Contact Officer: Bernadette Burke, A/HR Consultant
Email: hrm.statewide@health.tas.gov.au

Document Ref: Attach 1 - Deed of Release TNVR - Diane Caney 365190.DOCX

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Deed of release

Termination of employment by reason of redundancy

Details and recitals

Parties:


Name	The Crown in Right of Tasmania represented by the Department of Health
Short form name	Employer
Address details	GPO Box 125 HOBART TAS 7001

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. The employment of the Employee is terminated by the Employer, by reason of redundancy, on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address
Dr Diane Caney 
Item 2 (clause 1.1): Redundancy Payment
\$123,237 plus \$11,117 incentive payment
Item 3 (clause 1.1): Employment End Date
31 May 2024
Item 4 (clause 1.1): Employment Exclusion Period
45 weeks

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Redundancy Payment.

Redundancy Payment means the payment set out in Item 2.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (m) mentioning anything after the words 'includes', 'included' or 'including' does not limit the meaning of anything mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Redundancy

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of redundancy on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Redundancy Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Redundancy Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:
 - (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Redundancy Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure

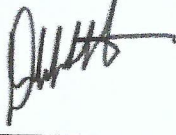
- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Dale Webster	Position Title:	Acting Secretary
Signature:		Date:	2 May 2024

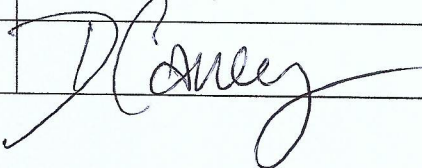
Being a person who has authority to sign this Deed on behalf of the Employer

Witness:


Name:	Diana Courtney	Position Title:	A/Executive Support Officer
Address:	Office of the Secretary, Department of Health, Level 2, 22 Elizabeth St, Hobart		
Signature:		Date:	2 May 2024

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Dr Diane Caney		
Signature:		Date:	23/5/2024

Witness

Name:	Ann Wilson	Position Title:	Manager
Address:	[REDACTED]		
Signature:		Date:	23/5/2024

BUSINESS CASE

Targeted and Negotiated Voluntary Redundancy (TNVR)

Agency	Department of Health
Division/Branch	Ambulance Tasmania
Employee's full name	Alphons Verasdonck (479213)
D.O.B and age	64 (28 June 1959)
Award & classification	HAHSA Band 5 range 2 level 2
Position & position number	516116 Business Support Officer
Employee annual salary	\$38 860
Full time/Part time (hrs per wk) and FTE	Part Time 0.4 FTE

TNVR Payment Calculation

Eligible TNVR service start date	24 June 2009
Proposed separation date	1 December 2023
Total years of service (equivalent full time) <i>Attach details outlining any deducted periods of employment status eg lwoop, maternity leave, part-time etc in total years of service.</i>	11.77
Equivalent full time annual salary (a)	\$97 152
Calculation of weeks for Years of Service payment (b) 4 weeks (pro rata for part time) + (2 weeks salary x total equivalent full time service) = total weeks <i>(minimum 16 weeks total, maximum 48 weeks total – for part-time employees please see note under Calculation of Years of Service Payment)</i>	

<p>Calculation of Years of Service payment</p> <p><i>Calculation 1 – full-time & part-time employees</i></p> <p>(a) ÷ 52 × (b) = \$Years of Service</p> <p><i>Calculation 2 – Part-time employees only</i></p> <p><i>(Note - part-time employees are entitled to greater amount of the two calculations)</i></p> <p>16 weeks x employees weekly part-time salary = \$years of service payment</p>	<p>= \$97 152 / 52 × 4 × 0.4 = \$2 989.29</p> <p>= 11.77 × 2 × (\$97 152/52) = \$43 979.96</p>
Other	
Total TVNR payment (YOS and other)	\$46 969.25
Estimated annual recurrent savings (First year after separation exclude on-costs)	\$97 152 Position is currently funded at 1.0 FTE full time. Estimated savings based on full time salary.
Payback period (recommended max 1 year) (Years of service payment + other approved payment) ÷ annual recurrent saving = Payback period	\$46 969.25 / \$38 860.80 = 1.21 = Maximum 1 year
Employment exclusion period in weeks = total separation payment ÷ weekly pay. Round up to nearest whole week.	\$46 969.25 / \$747.32 = 63 weeks
<p>RATIONALE AND IMPACTS OF THIS TNVR</p> <p>Reasoning:</p> <p>Ambulance Tasmania has two Business Support Officers (HAHSA Band 5 510549 and 516116). These positions share the same Statement of Duties. It has been identified that there is only current and ongoing workload for one Business Support Officer position.</p> <p>It is proposed that the remaining Business Support Officer position (510549) will be largely unchanged. An update of the Statement of Duties will occur to align with other business support functions within Finance and Business Support.</p> <p>The Business Support Officer position (516116) has largely undertaken billing functions (DVA, MAIB and TNR) rather than those duties specified in the Statement of Duties, and has permanently decreased to 0.4 FTE. These functions better align with the Statewide Revenue Management team and are consistent with similar roles in that team which are classified at a lower banding. A process is underway to transition these functions to the Statewide Revenue Management team.</p>	

These changes would reprofile the structure to align with the functions performed and achieve consistency in roles across Finance and Business Support.

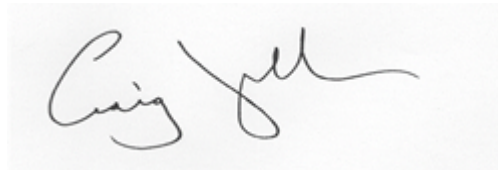
Impact on Services:

Business support will be better aligned to the needs of Ambulance Tasmania. Billing functions previously undertaken by the Business Support Officer will better align with Statewide Revenue Management and will provide a greater depth of knowledge and continuity of service.

Business Case completed by:

Name: Craig Jeffery

Signature:



Date: 27 October 2023


Contact No: (03) 6166 1227

Head of Agency:

Authorising Officer - Head of Agency

APPROVED NOT APPROVED

Name: Kathrine Morgan-Wicks.

Signature: 

Date: ...**2**... / ...**11**... / 2023

Contact No: **(03) 6166 3530**



Deed of release

Termination of employment by reason of redundancy

The Crown in Right of Tasmania
represented by the Department of Health
(Employer)

and

Alphons Jacobus Maria Verasdonck
(Employee)

REFERENCE AND CONTACT DETAILS
Contact Officer: Vicki Hibberd
Telephone: (03) 6166 3728
Email: Vicki.Hibberd@health.tas.gov.au

Document Ref: MPSS - Deed of Release Targeted Negotiated Redundancy TNVR

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Deed of release

Termination of employment by reason of redundancy

Details and recitals

Parties:

Name **The Crown in Right of Tasmania**
represented by the Department of Health

Short form name **Employer**

Address details GPO Box 125
HOBART TAS 7001

Name **The person named in Item 1 of the Information Table**

Short form name **Employee**

Address details As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. The employment of the Employee is terminated by the Employer, by reason of redundancy, on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address

Alphons Jacobus Maria Verasdonck



Item 2 (clause 1.1): Redundancy Payment
--

\$53,732.53

Item 3 (clause 1.1): Employment End Date

1 December 2023

Item 4 (clause 1.1): Employment Exclusion Period

63 weeks

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the *State Service Act 2000*;
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Redundancy Payment.

Redundancy Payment means the payment set out in Item 2.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (m) mentioning anything after the words 'includes', 'included' or 'including' does not limit the meaning of anything mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Redundancy

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of redundancy on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Redundancy Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Redundancy Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:
 - (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Redundancy Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure


- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Michelle Searle	Position Title:	Chief People Officer
Signature:		Date:	24 November 2023

Being a person who has authority to sign this Deed on behalf of the Employer

Witness:


Name:	Bernadette Burke	Position Title:	HR Advisor
Address:	22 Elizabeth Street, Hobart 7000		
Signature:		Date:	24.11.23

Signing by Employee

Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Alphons Jacobus Maria Verasdonck		
Signature:		Date:	28 Nov 2023

Witness

Name:	Bronwen Pinkard	Position Title:	Manager - Finance + Business Centre
Address:	110 Collins St, Hobart 7000		
Signature:		Date:	28/11/23

BUSINESS CASE

Targeted and Negotiated Voluntary Redundancy (TNVR)



Agency	Department of Health
Division/Branch	Corporate Services, Health Information Management Services
Employee's full name	Debra Dalton
D.O.B and age	Age 54 29/3/1968
Award & classification	Nurses Award Grade 7b
Position & position number	Nurse Manager
Employee annual salary	\$124,850
Full time/Part time (hrs per wk) and FTE	Full Time

TNVR Payment Calculation

Eligible TNVR service start date	3 January 2017
Proposed separation date	30 September 2023
Total years of service (equivalent full time) <i>Attach details outlining any deducted periods of employment status e.g., lwoop, maternity leave, part-time etc. in total years of service.</i>	6.74
Equivalent full time annual salary (a)	\$137,096.31
Calculation of weeks for Years of Service payment (b) 4 weeks (pro rata for part time) + (2 weeks salary x total equivalent full-time service) = total weeks <i>(Minimum 16 weeks total, maximum 48 weeks total)</i>	4+ (2 x 6.74) = 17.48 weeks

Calculation of Years of Service payment Calculation 1 – full-time & part-time employees (a)÷52 × (b) =\$Years of Service Calculation 2 – Part-time employees only 16 weeks x employees weekly part-time salary = \$years of service payment	$(137,096 \div 52) \times 17.48 =$ \$46,085.45
Other	
Total TNVR payment (YOS and other)	
Estimated annual recurrent savings (First year after separation exclude on-costs)	\$46,085.45
Payback period (recommended max 1 year) (Years of service payment + other approved payment) ÷ annual recurrent saving = Payback period	$46085.45 \div 137,096$.33 years
Employment exclusion period in weeks = total separation payment ÷ weekly pay. Round up to nearest whole week.	$46085.45 \div 2636.46 =$ 18 weeks
RATIONALE AND IMPACTS OF THIS TNVR Reasoning: Debra Dalton was engaged to work in the Statewide Quality and Safety Unit under the THS in early 2017, in 2018 her role was abolished during a restructure of the Quality and Safety Department, that ultimately moved under QPSS. Debra has been an identified employee since 3 January 2019. During this period there have been multiple attempts to successfully redeploy Debra into another nursing role at her substantive level on a permanent basis, all endeavors to do this have been unsuccessful. While Debra has undertaken some fixed-term roles she has primarily been undertaking meaningful duties reporting to the Chief Executive of the RHH for most of this period. As she has now been a redeployee for 4 years with her substantive role effectively abolished in 2019, she has requested that the Agency consider a voluntary redundancy. As Debra has been with the Agency since the beginning of 2017, the redundancy costs are significantly less than retaining her in the Agency on meaningful duties for a further 12 months.	

Business Case completed by:	Authorising Officer - Head of Agency
-----------------------------	--------------------------------------

Name Trish Spence	Name Kathrine Morgan-Wicks
Signature 	Signature 
Date 25/07/2023	Date 30/08/2023
Contact No. 0409 964 248	Contact No. (03) 6166 3706

BUSINESS CASE

Targeted and Negotiated Voluntary Redundancy (TNVR)

Agency	Department of Health
Division/Branch	CMHW – Board of Exceptional Needs CMHW – Program of Support
Employee's full name	Dr Diane Caney
D.O.B and age	15 December 1958, aged 65
Award & classification	Band 8, Range 2, Level 3
Position & position number	525387 Manager – Board of Exceptional Needs
Employee annual salary	\$144,527.00
Full time/Part time (hrs per wk) and FTE	Full Time, 38 hours per week, 1FTE

TNVR Payment Calculation

Eligible TNVR service start date	29 March 2004
Proposed separation date	15 April 2024
Total years of service (equivalent full time) <i>Attach details outlining any deducted periods of employment status eg lwop, maternity leave, part-time etc in total years of service.</i>	20.04
Equivalent full time annual salary (a)	\$144,527.00
Calculation of weeks for Years of Service payment (b) 4 weeks (pro rata for part time) + (2 weeks salary x total equivalent full time service) = total weeks <i>(minimum 16 weeks total, maximum 48 weeks total – for part-time employees please see note under Calculation of Years of Service Payment)</i>	2 weeks salary x 20.04 years = 40.08 weeks 40.08 weeks + 4 weeks = 44.08 weeks
Calculation of Years of Service payment	\$144,527 /52 x 44.08 = \$122,514

<p>Calculation 1 – full-time & part-time employees (a)÷52 x (b) =\$Years of Service</p> <p>Calculation 2 – Part-time employees only (Note - part-time employees are entitled to greater amount of the two calculations) 16 weeks x employees weekly part-time salary = \$years of service payment</p>	
Other	
Total TVNR payment (YOS and other)	\$122,514
Estimated annual recurrent savings (First year after separation exclude on-costs)	\$144,527
Payback period (recommended max 1 year) (Years of service payment + other approved payment) ÷ annual recurrent saving = Payback period	10 months
Employment exclusion period in weeks e.g. an employee receives 22.98 weeks TNVR payment. The employment exclusion period is rounded up to 23 weeks.	45 weeks
<p>RATIONALE AND IMPACTS OF THIS TVNR</p> <p>Reasoning:</p> <p>The Board of Exceptional Needs has been on hold since February 2023 while a review into its effectiveness was underway. The review, commissioned by Acting Deputy Secretary Joe Acker, has recommended the stand down of the Board as soon as practicable on the grounds that it is not, in its current form, meeting the needs of complex clients or resulting in financial outcomes for the Department. The Board is currently supported by a band 8 manager. It is recommended that this manager be offered a targeted and negotiated voluntary redundancy, or redeployment to another area.</p> <p>There is an ongoing need for more robust agency collaboration to support, fund and deliver services to clients with complex needs. The Department is progressing a cross agency governance model in partnership with DECYP and the Acting Secretary has expressed support for this model to progress in place of the Board of Exceptional Needs (SEC23/2097).</p> <p>Impact on Services:</p> <p>The impact on services will be minimal as the duties associated with this position will be decentralised to complex care coordinators as part of the new proposed model.</p>	

Business Case completed by:

Name: Sarah Jacobs

Signature:

Date: / /

Contact No:

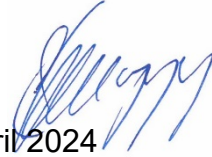
Head of Agency:

Authorising Officer - Head of Agency

APPROVED NOT APPROVED


Name: Shane Gregory, Acting Secretary

Signature:



Date: 3 April 2024

Contact No: 0400 217 216

Comments from Secretary	Approved / Not Approved / Noted
	 <p>Kathrine Morgan-Wicks Secretary</p> <p>Date: 12 January 2024</p>

Critical Date: 15 January 2024

Minute to Secretary

Subject: Targeted and Negotiated Voluntary Redundancy – Kenneth Brown

Purpose

To:

- seek your approval of a Targeted and Negotiated Voluntary Redundancy (TNVR) payment through signing the attached Business Case (Attachment 1) and Deed of Release (Attachment 2) for Kenneth Brown.

Summary of Key Issues

- Kenneth has been employed with the Department of Health since 2 February 1981.
- Kenneth’s substantive position is a Band 2, Supply Officer (501847) within Finance and Business Support – Statewide Supply working 76 hours per fortnight.
- A recent Change Proposal has consolidated the Mersey Community Hospital, Latrobe warehouse into the newly acquired Distribution Centre in Launceston, creating a new distribution model for the Mersey Community Hospital, Latrobe, and the North-West Regional Hospital. As a result of the change the above role is no longer required and will be re-profiled to suit the future contemporary way to deliver our services.
- Under *Managing People in the State Service (MPSS) 2016* a TNVR may be offered to assist an “identified employee” to voluntarily leave their State Service employment. Consideration needs to be taken to determine whether there is the likelihood of the employee being transferred to other duties prior to proceeding with offering a TNVR.
- If the TNVR is approved, the proposed exit date for Kenneth will be 2 February 2024.

Analysis of Issues

- The avenues available for managing identified employees available under *MPSS* are for:

- the employee to elect to step back a classification into an alternative available role.
- the employee to be moved into an identical or similar role at level.
- employees who don't elect to step back a classification and for whom no at level role is available to move them into a holding position and provide them with meaningful work until they are found suitable for an 'at level' role across the State Service.
- the employee to be offered a TNVR.
- Under *MPSS* until an appropriate role is found for identified employee, the Unit must continue to offer them meaningful work and pay their substantive salary.
- Kenneth has advised that he is unable to relocate to the North West and is unable to drive to the warehouse location due to an ongoing medical condition.
- Therefore, the likelihood of finding an at level role that Kenneth could be placed into within the state service is low. Their status would be changed to "identified employee" and, they would be placed in a holding position and provided with meaningful work until a suitable 'at level' role is found across the State Service.
- If approved, Kenneth's salary will be repurposed toward proposed changes within the Unit. It is recommended that it is in the best interest of DoH and Kenneth for a TNVR to be progressed.
- The Chief Financial Officer, Craig Jeffery is supportive of TNVR being offered to Kenneth.

Financial Considerations

- The gross TNVR payment for Kenneth is **\$61,769.54 (Attachment 3)**. Kenneth will also be paid their leave entitlement as per the balance owed at their exit date.
- The payback period for Kenneth is approximately one year.
- Finance and Business Support – Statewide Supply is responsible for meeting the cost of the TNVR.
- If the TNVR is not approved, Kenneth will be formally identified in line with the *MPSS 2016* guidelines.
 - Upon identification Kenneth will continue to undertake meaningful duties, until a fixed term or permanent placement is found.
 - During this time their ongoing salaries will remain the financial responsibility of Finance and Business Support. Kenneth's' base salary is \$66,917 per annum. Finance and Business Support – Statewide Supply will remain financially responsible until a permanent placement area is found.
 - Fixed term appointments are normally funded by the business unit where the vacancy is located.

Attachments

- 1 TNVR Business Case
- 2 Deed of Release
- 3 TNVR Calculations

Recommendation

That you:

- I **approve TNVR payment for Kenneth Brown only through signing the Minute, and attached Business Case and Deed of Release.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Michelle Searle, Chief People Officer on 08 January 2024 Contact number: 0439 960 091.

Agreement with the document and the content within it has been provided by:

Craig Jeffery, Chief Financial Officer.

Cameron Dinnessen, Director HR Management

This Minute was prepared by:

Vicki Hibberd, HR & Workplace Relations Consultant on 12 December 2023.

Contact number: 6166 3728

BUSINESS CASE

Targeted and Negotiated Voluntary Redundancy (TNVR)

Agency	Department of Health
Division/Branch	FBS – Statewide Supply North/North West
Employee's full name	Kenneth John Brown
D.O.B and age	62, 4/10/1961
Award & classification	Band 2, Range 1, Level 6
Position & position number	Supply Officer (501847)
Employee annual salary	\$66,917
Full time/Part time (hrs per wk) and FTE	38 hours per week, 1 FTE

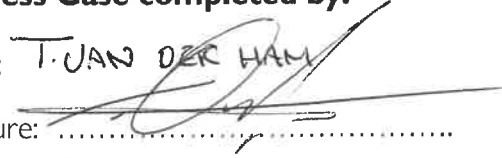
TNVR Payment Calculation

Eligible TNVR service start date	02/02/1981
Proposed separation date	02/02/2024
Total years of service (equivalent full time) <i>Attach details outlining any deducted periods of employment status eg lwoop, maternity leave, part-time etc in total years of service.</i>	43
Equivalent full time annual salary (a)	\$66,917
Calculation of weeks for Years of Service payment (b) 4 weeks (pro rata for part time) + (2 weeks salary x total equivalent full time service) = total weeks <i>(minimum 16 weeks total, maximum 48 weeks total)</i>	Exceeds the maximum of 48 weeks = 48 weeks
Calculation of Years of Service payment Calculation 1 – full-time & part-time employees (a)÷52 x (b) =\$Years of Service	= \$66,917 / 52 x 4 x 1 = \$5,147.46 = \$66,917 / 52 x 48 = \$61,469.54

Other	
Total TVNR payment (YOS and other)	\$61,769.54
Estimated annual recurrent savings (First year after separation exclude on-costs)	\$66,917
Payback period (recommended max 1 year) (Years of service payment + other approved payment) ÷ annual recurrent saving = Payback period	$\$61,769.54 / \$66,917 = 0.92 =$ 48 weeks
Employment exclusion period in weeks e.g. an employee receives 22.98 weeks TNVR payment. The employment exclusion period is rounded up to 23 weeks.	48 weeks
<p>RATIONALE AND IMPACTS OF THIS TNVR</p> <p><u>Reasoning:</u></p> <p>Manager, Statewide Supply recently released a Change Proposal to consolidate the Mercy Community Hospital, Latrobe warehouse into the newly acquired Distribution Centre in Launceston, creating a new distribution model for the Mercy Community Hospital, Latrobe and the North West Regional Hospital.</p> <p>This TNVR will facilitate the reprofiling of our current team and assist in the redesigning of the delivery service to the Burnie based, North West Regional hospital, to better suit the future contemporary way to deliver our services. Furthermore, the need to employ staff through an employment agency (Programmed) will no longer be required.</p> <p><u>Impact on Services:</u></p> <p>There will be no negative impact to the current business model however, this will allow for better distribution of our workforce to meet the changing delivery model.</p> <p>Having DoH employed staff onsite, supporting the business, will allow for greater cross training to support the business in times of sick and recreational leave.</p> <p>The ability to build this level of knowledge and experience will greatly benefit the business in the medium and long term.</p>	

Business Case completed by:

Name: T. JAN DER HAM

Signature: 

Date: 11 / 12 / 2023

Contact No:

Head of Agency:

Authorising Officer - Head of Agency

APPROVED NOT APPROVED

Name: Kathrine Morgan-Wicks.

Signature: 

Date: 12 / 01 / 2024

Contact No:



Deed of release

Termination of employment by reason of redundancy

The Crown in Right of Tasmania
(represented by the Department of Health)
(Employer)

and

Debra Dalton
(Employee)

REFERENCE AND CONTACT DETAILS
Contact officer: [Angie Dougan]
Telephone: (03) [6166 3822]
Email: [angie.dougan@health.tas.gov.au]

Document ref: Attachment 2 - Dalton, Debra_Deed_of_Release_TNVR_MPSS_2016.DOCX

19/10/12

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Deed of release

Termination of employment by reason of redundancy

Details and recitals

Parties:

Name **The Crown in Right of Tasmania**
[represented by the Department of Health]

Short form name **Employer**

Address details 22 Elizabeth Street, Hobart, Tasmania 7000

Name **The person named in Item 1 of the Information Table**


Short form name **Employee**

Address details As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. The employment of the Employee is terminated by the Employer, by reason of redundancy, on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address
Debra Dalton 
Item 2 (clause 1.1): Redundancy Payment
\$46,085.45
Item 3 (clause 1.1): Employment End Date
30 September 2023
Item 4 (clause 1.1): Employment Exclusion Period
18 weeks

90
19/9/23

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Redundancy Payment.

Redundancy Payment means the payment set out in Item 2.

19/9/23

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (m) mentioning anything after the words 'includes', 'included' or 'including' does not limit the meaning of anything mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

80
19/9/23

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Redundancy

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of redundancy on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
- (i) the Redundancy Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Redundancy Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:
- (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Redundancy Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

19/9/23
DB

5.6 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

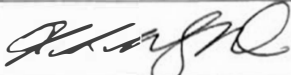
Executed as a deed

DD
19/9/22

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Kathrine Morgan-Wicks	Position Title:	Head of Agency
Signature:		Date:	30 August 2023


Being a person who has authority to sign this Deed on behalf of the Employer

Witness:

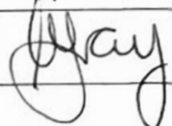
Name:	Andrea Wilson	Position Title:	Assistant Manager - OTS
Address:			
Signature:		Date:	30 August 2023

Signing by Employee


Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Debra Dalton		
Signature:		Date:	19/9/23

Witness:

Name:	NATASHA GRAY	Position Title:	PUBLIC ENQUIRIES OFFICER
Address:	59 COLE STREET SORELL		
Signature:		Date:	19/9/23

Sorell Police Station
59 Cole Street
Sorell Tasmania 7172
Tel: (03) 6173 2988
Email: sorell@police.tas.gov.au

Comments from Secretary	Approved / Not Approved / Noted
	 Kathrine Morgan-Wicks Secretary Date: 30 August 2023

Critical Date: 1 September 2023

Minute to Secretary

Subject: Targeted and Negotiated Voluntary Redundancy – Debra Dalton

Purpose

To:

- **Seek your approval for a Targeted and Negotiated Voluntary Redundancy (TNVR) payment through signing the attached Business Case (Attachment 1) and Deed of Release (Attachment 2) for Debra Dalton.**

Summary of Key Issues

- Debra Dalton has been employed with the Department of Health as a Nurse Manager since 3 January 2017.
- In 2018 her substantive position was abolished following a restructure of the Quality and Safety Department, which moved under Quality Patient Safety Service.
- Debra has been an identified employee since 3 January 2019. Since that time there have been multiple attempts to redeploy Debra into another nursing role at her substantive level on a permanent basis, however, all endeavours to do this have unfortunately been unsuccessful. While Debra has undertaken some fixed-term roles she has primarily been undertaking meaningful duties reporting to the Chief Executive of the RHH for most of this period.
- As she has now been a redeployee for over four years with her substantive role effectively abolished in 2019, she has requested that the Agency consider offering her a voluntary redundancy.
- As Debra has only been with the Agency since the beginning of 2017, the redundancy costs are significantly less than retaining her in the Agency on meaningful duties for a further 12 months.

Analysis of Issues

- Attempts to redeploy Debra have proven unsuccessful.
- *Managing Positions in the State Service 2016* provides a tool to enable agencies to manage their workforce to meet business operational needs and reduce future employee related expenses. This

includes offering a TNVR to assist an identified employee to voluntarily leave their State Service employment.

- The likelihood of the Department identifying a suitable redeployment opportunity for Debra in the future both internally or externally to the Department, is highly unlikely and offering her a TNVR is a reasonable course of action under the circumstances.

Financial Considerations

- The gross TNVR payment for Debra is \$46,085.45 (**Attachment 3**). Debra will also be paid out any accrued leave entitlements as per the balance owed at the exit date of 30 September 2023.
- The payback period for Debra's TNVR is approximately 18 weeks.
- Clinical Quality, Regulation and Accreditation is responsible for meeting the cost of the TNVR.

Attachments

- 1 Business Case
- 2 Deed of Release
- 3 TNVR Calculations

Recommendation(s)

That you:

- 1 **Approve the TNVR payment for Debra Dalton through signing the attached Business Case and Deed of Release.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Cameron Dinnessen, Director HR Management on 27 August 2023. Contact number: 0419 576 110

This Minute was prepared by:

Angie Dougan, A/HR Manager on 23 August 2023. Contact number: (03) 6166 3822

Comments from Secretary	Approved / Not Approved / Noted
	 Kathrine Morgan-Wicks Secretary Date: 2 Nov 2023

Critical Date: 23 November 2023

Minute to Secretary

Subject: Targeted and Negotiated Voluntary Redundancy – Alphons Verasdonck

Purpose

To seek your approval of a Targeted and Negotiated Voluntary Redundancy (TNVR) payment through signing the attached Business Case (Attachment 1) and Deed of Release (Attachment 2) for Alphons Verasdonck.

Summary of Key Issues

- Alphons has been employed with the Department of Health since 24 June 2009, except for the period 25 February 2019 until 24 December 2019 and 16 January 2020 until 23 December 2020 when they undertook fixed term variations of duties at Drysdale/TAFE.
- Alphons’ substantive position is a Band 5, Business Support Officer (516116) within Ambulance Tasmania working 30.4 hours per fortnight.
- Ambulance Tasmania has two Business Support Officer roles. Following a review of business, it has been determined that only one of the Business Support roles is required. If the TNVR is approved the remaining role can be re-profiled to suit revenue management within the service.
- Under *Managing People in the State Service (MPSS) 2016*, a TNVR may be offered to assist an “identified employee” to voluntarily leave their State Service employment. Consideration needs to be taken to determine whether there is the likelihood of the employee being transferred to other duties prior to proceeding with offering a TNVR.
- If the TNVR is approved, the proposed exit date for Alphons will be 1 December 2023.

Analysis of Issues

- The avenues available for managing identified employees available under *MPSS* are for:

- the employee to elect to step back a classification into an alternative available role.
- the employee to be moved into an identical or similar role at level.
- employees who don't elect to step back a classification and for whom no at level role is available to move them into a holding position and provide them with meaningful work until they are found suitable for an 'at level' role across the State Service.
- the employee to be offered a TNVR.
- Under *MPSS* until an appropriate role is found for identified employee, the Unit must continue to offer them meaningful work and pay their substantive salary.
- The likelihood of finding an at level role that Alphons could be placed into within the state service is low. It is highly unlikely Alphons will elect to step down to a lower classification and would therefore, remain employed with the Department at Band 5. Their status would be changed to "identified employee" and, they would be placed in a holding position and provided with meaningful work until a suitable 'at level' role is found across the State Service.
- Furthermore, Alphons' salary could not be repurposed toward proposed changes within the Unit. It is recommended that it is in the best interest of DoH and Alphons for a TNVR to be progressed.
- The Chief Financial Officer, Craig Jeffery is supportive of TNVR being offered to Alphons.

Financial Considerations

- The gross TNVR payment for Alphons is \$46 969.26 as detailed in attachment 3. Alphons will also be paid their leave entitlement as per the balance owed at their exit date.
- The payback period for Alphons is approximately one year.
- Finance and Business Support is responsible for meeting the cost of the TNVR.
- If the TNVR is not approved, Alphons will be formally identified in line with the *MPSS 2016 guidelines*.
 - Upon identification Alphons will continue to undertake meaningful duties, until a fixed term or permanent placement is found.
 - During this time their ongoing salaries will remain the financial responsibility of Finance and Business Support. Alphons' base salary is \$97 162 per annum and at 0.4 FTE earns \$26 868. Finance and Business Support will remain financially responsible until a permanent placement area is found.
 - Fixed term appointments are normally funded by the business unit where the vacancy is located.

Attachments

- 1 TNVR Business Case
- 2 Deed of Release
- 3 TNVR Calculations

Recommendation

That you:

- I **Approve TNVR payment for Alphons Verasdonck by signing the Minute, and attached Business Case and Deed of Release.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Michelle Searle, Chief People Officer on 31 October 2023. Contact number: 0439 960 091.

Agreement with the document and the content within it has been provided by:

Craig Jeffery, Chief Financial Officer.

Cameron Dinnessen, Director HR Management

This Minute was prepared by:

Vicki Hibberd, HR & Workplace Relations Consultant on 25 October 2023. Contact number: 6166 3728



Deed of release

Termination of employment by reason of redundancy

The Crown in Right of Tasmania
represented by the Department of Health
(Employer)

and

KENNETH JOHN BROWN
(Employee)

REFERENCE AND CONTACT DETAILS
Contact Officer: Bernadette Burke
Telephone: (03) 6166 6032
Email: Bernadette.Burke@health.tas.gov.au

Kenneth Brown | MPSS – Deed of Release Targeted Negotiated Redundancy TNVR

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Deed of release

Termination of employment by reason of redundancy

Details and recitals

Parties:

Name	The Crown in Right of Tasmania represented by the Department of Health
Short form name	Employer
Address details	GPO Box 125 HOBART TAS 7001

Name	The person named in Item 1 of the Information Table
Short form name	Employee
Address details	As shown in Item 1 of the Information Table

Recitals:

- A. The Employee is employed pursuant to the Act.
- B. The employment of the Employee is terminated by the Employer, by reason of redundancy, on the terms provided for in this Deed.

Information Table

Item 1 (page 1): Employee's name and address

Kenneth John Brown 

Item 2 (clause 1.1): Redundancy Payment
--

\$61,769.54

Item 3 (clause 1.1): Employment End Date

2 February 2024

Item 4 (clause 1.1): Employment Exclusion Period

48 weeks

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Accrued Entitlement Payment means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

Act means the *State Service Act 2000* (Tas).

Crown means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

- (a) *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
- (b) The Tasmanian Police Service;
- (c) Agencies of the House of Assembly, Legislative Council or Legislature-General;
- (d) The Excellency the Governor;

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Details means the details and recitals set out above.

Employment End Date means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

Employment Exclusion Period means the period specified in Item 4 commencing on the Employment End Date.

Information Table means the table titled 'Information Table' above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

LSL Act means the *Long Service Leave (State Employees) Act 1994* (Tas).

month means a calendar month.

Payments means the Accrued Entitlement Payment and the Redundancy Payment.

Redundancy Payment means the payment set out in Item 2.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (j) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (k) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (l) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (m) mentioning anything after the words 'includes', 'included' or 'including' does not limit the meaning of anything mentioned before those words;
- (n) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
- (o) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

2 Termination of employment

2.1 Redundancy

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of redundancy on the Employment End Date.

2.2 Payment to be made by Employer to Employee

- (a) On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
 - (i) the Redundancy Payment; and
 - (ii) the Accrued Entitlements Payment.
- (b) Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.

2.3 Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

3 Employee covenant

- (a) In consideration of the Redundancy Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:
 - (i) any employment in any capacity with the Crown; or
 - (ii) any appointment as a consultant providing consultancy services to the Crown.
- (b) The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A is the damages payable.

B is the total of the Redundancy Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

4 Release

4.1 General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee's employment with the Crown and/or the termination of their employment.

4.2 Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

- (a) any sum for workers' compensation or damages for personal injuries at common law; or
- (b) pay to the Employee any underpayment of wages, salaries or other entitlements.

5 Miscellaneous

5.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

5.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

5.3 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

5.4 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

5.5 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

5.6 Disclosure


- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a deed

Signing


Signing by Employer

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Name:	Kathrine Morgan-Wicks	Position Title:	Secretary
Signature:		Date:	12 January 2024

Being a person who has authority to sign this Deed on behalf of the Employer

Witness:


Name:	Neera Odhavji	Position Title:	Executive Services Officer
Address:	Level 2, 22 Elizabeth St, Hobart 7000		
Signature:		Date:	12 January 2024

Signing by Employee


Executed as a deed by the employee named below in the presence of the witness named below:

Name:	Kenneth John Brown		
Signature:		Date:	17/1/24

Witness

Name:	Shane Allan Delaney	Position Title:	Warehouse Manager
Address:	[REDACTED]		
Signature:		Date:	17/1/24

File No.: SEC24/579

Comments from Associate Secretary	Approved / Not Approved / Noted
	 <p>Shane Gregory Acting Secretary</p> <p>Date: 3 April 2024</p>

Critical Date: 5 April 2024

Minute to Acting Secretary

Subject: **Targeted and Negotiated Voluntary Redundancy –
Dr Diane Caney**

Purpose

To seek your approval of a **Targeted and Negotiated Voluntary Redundancy (TNVR)** payment for **Community, Mental Health and Wellbeing (CMHW) Board of Exceptional Needs and Programs Support** employee **Dr Diane Caney (365190)** through signing the attached **Business Case (Attachment 1)** and **Deed of Release (Attachment 2)**.

Summary of Key Issues

- Diane Caney has been employed with the Department of Health (DoH) since 29 March 2004 and is employed as full time Manager in the CMHW Board of Exceptional Needs and Programs Support.
- The Board of Exceptional Needs has been on hold since February 2023 while a review into its effectiveness was underway. The review, commissioned by Acting Deputy Secretary Joe Acker, has recommended the stand down of the Board as soon as practicable on the grounds that it is not, in its current form, meeting the needs of complex clients or resulting in financial outcomes for the Department.
- The Board is currently supported by Diane as a Band 8 Manager.
- There is an ongoing need for more robust agency collaboration to support, fund and deliver services to clients with complex needs. The Department is progressing a cross agency governance model in partnership with the Department of Education, Children and Young People (DECYP) and the Acting Secretary has expressed support for this model to progress in place of the Board of Exceptional Needs (SEC23/2097) (**Attachment 4**).
- The impact on services will be minimal as the duties associated with this position will be decentralised to complex care coordinators as part of the new proposed model.

- Under *Managing People in the State Service (MPSS) 2016* a TNVR may be offered to assist an “identified employee” to voluntarily leave their State Service employment. Consideration needs to be taken to determine whether there is the likelihood of the employee being transferred to other duties prior to proceeding with offering a TNVR.
- If the TNVR is approved, the proposed separation date for Diane will be 15 April 2024.

Analysis of Issues

- The avenues available for managing identified employees available under *MPSS* are for:
 - the employee to elect to step back a classification into an alternative available role
 - the employee to be moved into an identical or similar role at level
 - employees who don’t elect to step back a classification and for whom no at level role is available to move them into a holding position and provide them with meaningful work until they are found suitable for an ‘at level’ role across the State Service
 - the employee to be offered a TNVR.
- Under *MPSS* until an appropriate role is found for identified employee, the Unit must continue to offer them meaningful work and pay their substantive salary.
- If the TNVR is approved, the Unit will progress a new model of complex care coordination, in partnership with DECYP.
- The likelihood of finding an at level role that Diane could be placed into within the state service is low. Their status would be changed to “identified employee” and, they would be placed in a holding position and provided with meaningful work until a suitable ‘at level’ role is found across the State Service.
- Furthermore, Diane’s salary could not be repurposed towards a new model of care. It is recommended that it is in the best interest of DoH and Diane’s for a TNVR to be progressed.
- Dale Webster, Deputy Secretary CMHW is supportive of a TNVR being offered to Diane.

Financial Considerations

- The gross TNVR payment amount for Dr Diane Caney is \$122 514.43 (Attachment 3).
- The payback period is approximately 45 weeks.
- The Board of Exceptional Needs will meet the costs of the TNVR plus their leave entitlement balance owed on the cessation date.
- If the TNVR is not approved, Diane will be formally identified in line with the *MPSS 2016* guidelines.
 - Upon identification Diane will continue to undertake meaningful duties, until a fixed term or permanent placement is found.
 - During this time their ongoing salaries will remain the financial responsibility of Board of Exceptional Needs. Diane earns a base salary of \$144 547 per annum. The Board of Exceptional Needs will remain financially responsible until a permanent placement area is found.
 - Fixed term appointments are normally funded by the business unit where the vacancy is located.

Attachments

- 1 TNVR Business Case – Dr Diane Caney
- 2 Deed of Release – Dr Diane Caney
- 3 TNVR calculations – Dr Diane Caney
- 4 Minute to Secretary File No SEC23/2097

Recommendation

That you approve TNVR payment for Dr Diane Caney only through signing the Minute, attached Business Case and Deed of Release.

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently, this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Agreement with the document and the content within it has been provided by:

Debby Crespan, Director People Services

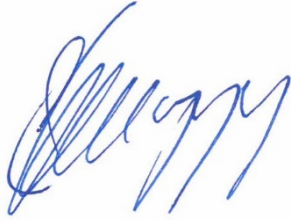
Dale Webster, Deputy Secretary CMHW

This Minute was prepared by:

Melanie Cornelius, Workplace Relations Case Management Consultant on 13 March 2024.

Contact number: 03 6166 3822

File No.: SEC23/2097

Comments from Secretary	Approved / Not Approved / Noted
	 <p>Shane Gregory Acting Secretary</p> <p>Date: 3 January 2024</p>

Critical Date: N/A

Minute to Secretary

Subject: **Progressing a new model of complex care coordination**

Purpose

To:

- **Note the work being led by the Department of Education, Children and Young People (DECYP) to establish a ‘Corporate Care Team Governance’ structure to facilitate escalation of children and young people with extremely complex, unmet needs unable to be resolved by one agency (Attachment 1);**
- **Seek your approval to stand down the Board of Exceptional Needs and for the Child and Adolescent Mental Health Service to progress a new model of complex care coordination, in partnership with DECYP; and**
- **Seek your approval to offer a Targeted and Negotiated Voluntary Redundancy to the Manager, Board of Exceptional Needs or options for redeployment.**

Summary of Key Issues

- The Board of Exceptional Needs has been on hold since February 2023 while a review into its effectiveness was underway.
- The review, commissioned by Acting Deputy Secretary Joe Acker, has recommended the stand down of the Board as soon as practicable on the grounds that it is not, in its current form, meeting the needs of complex clients or resulting in financial outcomes for the Department.
- The Board is currently supported by a band 8 manager. It is recommended that this manager be offered a targeted and negotiated voluntary redundancy, or redeployment to another area.
- There is an ongoing need for more robust agency collaboration to support, fund and deliver services to clients with complex needs. DECYP is recommending a cross agency governance structure to provide an avenue for escalation for children and young people with complex, unmet needs. The

Child and Adolescent Mental Health Service are supportive of this model and seek your approval to progress in place of the Board of Exceptional Needs.

Background

The Board of Exceptional Needs

- The Board of Exceptional Needs has been in place since 2004, originally as a governance body to guide agency collaboration strategy for Tasmanian clients with complex needs.
- Due to changes in the state service structure and senior management, it was stood down from 2009, revamped in 2018 by the Department of Communities and transferred to the Department of Health in 2022.
- The Board has been assisted by a band 8 manager since 2017 who has coordinated quarterly meetings, worked alongside services on complex cases as required, raised awareness of collaborative practice and managed annual reporting.
- Between 2018 and 2022, the Board mostly met quarterly to consider broad issues and monitor activity for the client group. Outside regular meetings, relevant BEN members have convened to progress solutions for individual clients whose needs have not been met through current service settings.
- In February 2022, 79 clients were being tracked by the Board.

The Corporate Care Team Model

- At the Secretaries Board meeting on 13 December 2023, DECYP recommended the establishment of a 'Corporate Care Team Model' which would provide a cross agency avenue for escalation for children and young people with extremely complex unmet needs that are unable to be resolved or aggressed by one agency (see Attachment 1).
- The model would include a Cross Agency Directors Care Team and a Board of Secretaries Care Team Sub-Committee to review individual complex case referrals. The Department of Health is recommended as member of both the team and committee given key responsibilities for delivering supports and services to children and families with complex needs.
- The Child and Adolescent Mental Health Service (CAMHS) was not engaged in the development of the proposed Corporate Care Team Governance model to date, and welcomes involvement in the planning and operation of the proposed governance as processes move forward.
- The stated intention of the proposed model aligns with current CAMHS reform efforts to establish a specialised trauma informed mental health service capacity for children and young people in out of home care and with forensic mental needs, experiencing complex care and support needs.

Analysis of Issues

- Research shows that clients with complex needs often receive service responses that are uncoordinated and result in poor outcomes, despite high levels of expenditure.
- Clients with complex needs are usually defined by requiring service response from two or more agencies or service areas.
- The Board has an extremely broad membership including all Department of Health CEs and Deputy Secretaries and the CEOs of Homes Tasmania, Tasmanian Council of Social Services and Primary Health Tasmania. Full membership is in the Terms of Reference at Attachment 2.

- There are no clear processes in place to support the Board; including no evidence of an eligibility criteria for escalation to the Board or process for leaving the Board's support or funding. All cases appear to be escalated on a case-by-case basis.
- There is no brokerage funding available to the Board but it has overseen ways of co-funding complex service responses for individual clients, however these were approved by the standard executive governance bodies in the Department of Health and other state service agencies. The majority of costs to date have been covered by the Department of Health, despite many clients needs not being health related.
- The objectives of the Board have not been reviewed since 2007 and are not aligned to more contemporary models of complex care coordination, nor do they align to the strategic priorities of the Department. They include:
 - provide a governance structure that can readily assemble if a dire client need arises
 - oversee activity to improve outcomes for clients with complex and/or exceptional needs
 - promote understanding about the benefits of multi-disciplinary teams forming in a timely manner and working collaboratively with these clients
 - have input to the classification of client archetypes in this cohort
 - consider the best use of combined resources for this group, and
 - consider combined system reviews conducted through the lens of individual clients with exceptional needs.
- The single person dependency for the support to the Board has created a reliance on a person 'knowing' rather than any defined processes or record keeping.
- For the reasons outlined above, it is recommended the Board be stood down.
- There is an ongoing need for services to work together to respond flexibly through targeted, time limited interventions to a relatively small number of people whose needs are complex and cross agencies' boundaries, including high-risk behaviours, complex mental health, intellectual disability and substance misuse.
- To this end, it is recommended that the Child and Adolescent Mental Health Service consider a new model of complex care coordination, in partnership with DECYP. Further information about the proposed DECYP model is included at Attachment 2.
- A new model should enable local multidisciplinary teams and other existing complex needs service provision groups to deliver complex needs services, with a clear pathway for these groups to escalate barriers to local collaboration for resolution at the service system level.
- The new model will be supported by clear processes for access to complex needs support including eligibility criteria, governance model, operating model, identification and referral mechanisms, consent processes, care plan review and coordination and transition or exit from complex needs support.
- With the closure of the Board, the band 8 manager will no longer be required. Offering a TNVR has been identified as a suitable option alongside consideration of alternative options for meaningful work within CMHW.
- If approved, the Deputy Secretary, CMHW will discuss the option of a TNVR or redeployment with the relevant staff member. If a TVNR is their preference, a TNVR business case and deed of release will be provided to you for approval, as is required under the Managing Positions in the State Service provisions.

Financial Considerations

- If applicable, CMHW is responsible for meeting the costs of the TNVR.
- Resourcing may be required to support a new model of complex care coordination.

Attachments

- 1 Corporate Care Team Governance - Secretaries Board Meeting Paper - 13 December 2023
- 2 Terms of Reference Board of Exceptional Needs

Recommendation(s)

That you:

- 1 **Approve the stand down of the Board of Exceptional Need and the development of a new model of complex care coordination to be led by the Child and Adolescent Mental Health Service**
- 2 **Approve the Deputy Secretary CMHW to offer a Targeted and Negotiated Voluntary Redundancy with the current band 8 manager or the option for redeployment.**

Clearances

Proper attention has been given to critical timeframes and sufficient time has been allowed for consideration of the issues and/or for briefings to occur to enable decisions to be made. Consultation on the issues has occurred. Consequently this Minute has been approved for transmission, and accuracy and content of the document is endorsed by:

Dale Webster, Deputy Secretary, Community Mental Health and Wellbeing on 22 December 2023. Contact number: 6166 3700.

Agreement with the document and the content within it has been provided by:

This Minute was prepared by:

Sarah Jacobs, Principal Policy Officer, CMHW on 24 November 2023.

Purpose: 2023-24 Specific Purpose Accounts - Revised Receipts and Expenditure Update

Act Section: 17(1) of the Financial Management Act 2016

Agency: Health

As at: 30 September 2023

Account Details	Original Budget	Current Estimate ¹	Movement ²	Explanation
	\$'000	\$'000	\$'000	
S510 - Agency Financial Management Account				
Opening Balance	169 816	183 026	13 210	The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's balance on 1 July 2023 at the time of the publication of the 2022-23 Preliminary Outcomes Report.
Receipts	1 000 733	1 037 729	36 996	The increase in Receipts reflects a \$36.9 million increase in National Partnership Agreements to reflect the balance at 30 June 2023, and the expected funding to be received from the Australian Government in 2023-24.
Operating Expenditure	1 004 427	1 042 800	38 373	The increase in Operating Expenditure primarily reflects a \$34.6 million increase in National Partnership Agreements to reflect the balance at 30 June 2023, and the expected expenditure for the Department in 2023-24, including an increase of \$3.7 million reflecting the Department's internally funded initiatives: Transforming Public Outpatient Care, Musculoskeletal and Pain Services (\$2.5 million) and Community Mental Health - Addressing Increasing Demand (\$1.2 million).
Purchases of Non-Financial Assets	23 374	25 802	2 428	The increase in Purchases of Non-Financial Assets primarily reflects revised cash flow timings for infrastructure projects funded by the Australian Government.
Estimated Closing Balance	142 748	152 153	9 405	

S477 - Private Patient Account

Opening Balance

15 609

15 964

355

The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's balance on 1 July 2023 at the time of the publication of the 2022-23 Preliminary Outcomes Report.

Receipts

33 045

33 045

...

Operating Expenditure

33 463

33 463

...

Purchases of Non-Financial Assets

52

52

...

Estimated Closing Balance

15 139

15 494

355

Notes:

1. Current Estimate for SPA Opening Balances reflects agency information at the time of the publication of the 2022-23 Preliminary Outcomes Report.
2. Movement reflects the difference between 2023-24 Budget and Current Estimate.

Endorsed by:



Accountable Authority or Delegate

Date:

2/11/23

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2023-24 Specific Purpose Accounts - Revised Receipts and Expenditure Update

Act Section: 17(11) of the Financial Management Act 2016

Agency: Health

As at: 31 December 2023

Account Details	Original Budget	Current Estimate ¹	Movement ²	Explanation
S510 - Agency Financial Management Account				
Opening Balance	169 816	183 027	13 211	The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's 2022-23 Audited Financial Statements.
Receipts	1 000 733	1 037 059	36 326	The increase in Receipts reflects a \$36.3 million increase in National Partnership Agreements to reflect the balance at 30 June 2023, and the expected funding to be received from the Australian Government in 2023-24.
Operating Expenditure	1 004 427	1 038 995	34 568	The increase in Operating Expenditure reflects a \$34.6 million increase in National Partnership Agreements to reflect the balance at 30 June 2023, and the expected expenditure for the Department in 2023-24.
Purchases of Non-Financial Assets	23 374	25 132	1 758	The increase in Purchases of Non-Financial Assets reflects revised cash flow timings for infrastructure projects funded by the Australian Government.
Estimated Closing Balance	142 748	155 959	13 211	
S477 - Private Patient Account				
Opening Balance	15 609	15 963	354	The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's 2022-23 Audited Financial Statements.
Receipts	33 045	33 045	....

Operating Expenditure	33 463	33 463	...
Purchases of Non-Financial Assets	52	52	...
Estimated Closing Balance	15 139	15 493	354

Notes:

1. Opening balances have been updated to reflect the agency's audited 2022-23 financial statements.
2. Movement reflects the difference between 2023-24 Budget and Current Estimate.

Endorsed by:


 Accountable Authority or Delegate

Date: 10/12/23

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2023-24 Specific Purpose Accounts - Revised Receipts and Expenditure Update
Act Section: 17(11) of the Financial Management Act 2016
Agency: Health
As at: 28 May 2024

Account Details	March		Current Estimate	Movement ²	Explanation
	Original Budget	Quarter Estimate ¹			
	\$'000	\$'000	\$'000	\$'000	
S510 - Agency Financial Management Account					
Opening Balance	169 816	183 026	183 026	....	The increase from Original Budget reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's 2022-23 Audited Financial Statements.
Receipts	1 000 733	1 126 086	1 126 086	....	The increase in Receipts from Original Budget reflects: <ul style="list-style-type: none"> - \$79 million for Australian Government hospitals and public health funding in line with the current payment schedule; - \$36.3 million for National Partnership and Federation Funding Agreements to reflect anticipated funding to be received from the Australian Government in 2023-24; and - \$10 million for the Department's GST receipts to reflect actual GST receipts for 2023-24.

Account Details	March			Movement ²	Explanation
	Original Budget	Quarter Estimate ¹	Current Estimate		
SS10 - Agency Financial Management Account, continued	\$'000		\$'000	\$'000	
Operating Expenditure	1 004 427	1 143 697	1 293 980	150 283	<p>The increase in Operating Expenditure from Original Budget reflects:</p> <ul style="list-style-type: none"> - \$79 million for Australian Government hospitals and public health funding in line with the current payment schedule; - \$34.6 million for National Partnership and Federation Funding Agreements to reflect anticipated expenditure for the Department in 2023-24; - \$15.7 million expenditure relating to National Partnership on COVID-19 Response final adjustment reimbursement to the Australian Government; and - \$10 million for the Department's GST payments to reflect estimated expenditure in 2023-24. <p>The increase in Operating Expenditure from the March Quarter Estimate reflects:</p> <ul style="list-style-type: none"> - \$25.9 million for increased Emergency Department resourcing; - \$18 million for the Human Resources Information System; - \$32.6 million for Doctors Backpay; - \$23.8 million for Nurses Backpay and Nursing Hours per Patient Day related costs; - \$9.9 million for Sustainable Services for Rural and Remote Areas; - \$16.8 million for enhanced Infection Prevention and Control; - \$41 million for other demand pressures in 2023-24; and - an adjustment to ensure that the balance of the Account is not overdrawn.

Account Details	March			Movement ²	Explanation
	Original Budget	Quarter Estimate ¹	Current Estimate		
S510 - Agency Financial Management Account, continued	\$'000		\$'000	\$'000	
Purchases of Non-Financial Assets	23 374	25 132	15 132	(10 000)	The increase in Purchases of Non-Financial Assets from Original Budget reflects revised cash flow timings for infrastructure projects funded by the Australian Government under National Partnership or Federation Funding Agreements.
Estimated Closing Balance	142 748	140 283	...	(140 283)	The decrease in Purchases of Non-Financial Assets from the March Quarter Estimate reflects the removal of \$10 million for the Department's contribution to the Digital Health Transformation project that the Department no longer has the cash allocation to provide without overdrawing the Account.
S477 - Private Patient Account					
Opening Balance	15 609	15 964	15 964	...	The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's 2022-23 Audited Financial Statements.
Receipts	33 045	33 045	33 045	...	
Operating Expenditure	33 463	33 463	33 463	...	
Purchases of Non-Financial Assets	52	52	52	...	
Estimated Closing Balance	15 139	15 494	15 494	...	

Notes:

1. Opening balances have been updated to reflect the agency's audited 2022-23 financial statements.
2. Movement reflects the difference between the March Quarter Estimate and Current Estimate.

Endorsed by:

Carin Hild
Accountable Authority or Delegate

6/6/24

Date:

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2022-23 Specific Purpose Accounts - Revised Receipts and Expenditure Update
Act Section: 17(11) of the Financial Management Act 2016
Department: Health
As at: 30 September 2022

Account Details	Original Budget \$'000	Current Estimate ¹ \$'000	Movement ² \$'000	Explanation
SS10 - Agency Financial Management Account				
Opening Balance	162 634	224 568	61 934	The increase reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	941 950	1 031 675	89 725	The increase in Receipts primarily reflects: <ul style="list-style-type: none"> \$52 million for National Partnership Agreement on COVID-19 response; \$34.8 million for other National Partnership Agreements primarily Elective Surgery, the Royal Hobart Hospital Redevelopment and the Community Health and Hospital Program projects; and \$2.7 million for Commonwealth Own Purpose Expenditure (COPEs) programs.
Operating Expenditure	931 572	1 042 362	110 790	The increase in Operating Expenditure primarily reflects: <ul style="list-style-type: none"> \$77 million for National Partnership Agreement on COVID-19 response; \$22.2 million for other National Partnership Agreements primarily Elective Surgery; and \$11.6 million for other items, primarily relating to timing of expenditure against internal funds and COPEs programs.
Purchases of Non-Financial Assets	25 831	34 046	8 215	The increase in Purchases of Non-Financial Assets primarily reflects asset purchases relating to National Partnership Agreements for the Royal Hobart Hospital Redevelopment and Community Health and Hospital Program projects.
<i>Estimated Closing Balance</i>	<u>147 181</u>	<u>179 835</u>	<u>32 654</u>	

S477 - Private Patient Account

Opening Balance

19 350

16 438

(2 912)

The decrease reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.

Receipts

Operating Expenditure

31 889

31 889

....

Purchases of Non-Financial Assets

30 247

30 247

....

Estimated Closing Balance

534

534

....

20 458

17 546

(2 912)

Notes:

1. Current Estimate includes opening balances updated in accordance with the Agency's 2021-22 financial statements as reflected in the Treasurer's Annual Financial Report 2021-22.
2. Movement reflects the difference between 2022-23 Budget and Current Estimate.

Endorsed by:


Accountable Authority or Delegate

Date: 14/11/22

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2022-23 Specific Purpose Accounts - Revised Receipts and Expenditure Update

Act Section: 17(11) of the Financial Management Act 2016

Department: Health

As at: 31 December 2022

Account Details	Original Budget \$'000	Current Estimate ^{1,2} \$'000	Movement ³ \$'000	Explanation
S510 - Agency Financial Management Account				
Opening Balance	162 634	224 569	61 935	The increase reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	941 950	1 022 149	80 199	The increase in Receipts reflects: <ul style="list-style-type: none"> • \$47.9 million for National Partnership Agreement on COVID-19 response; • \$19.2 million for other National Partnership Agreements, primarily Elective Surgery; • \$10.2 million for Australian Government ABF and Block funded expenditure in line with the current payment schedule; and • \$2.9 million for Commonwealth Own Purpose Expenditure (COPEs) programs.
Operating Expenditure	931 572	1 048 758	117 186	The increase in Operating Expenditure reflects: <ul style="list-style-type: none"> • \$47.9 million for National Partnership Agreement on COVID-19 response; • \$25 million for the Department's contribution to COVID-19 expenditure; • \$22.2 million for other National Partnership Agreements, primarily Elective Surgery; • \$11.9 million for other items, primarily relating to timing of expenditure against internal funds and COPEs programs; and • \$10.2 million for Australian Government ABF and Block funded expenditure in line with the current payment schedule.
Purchases of Non-Financial Assets	25 831	18 426	(7 405)	The decrease in Purchases of Non-Financial Assets primarily reflects revised estimates relating to National Partnership Agreement infrastructure projects.
Estimated Closing Balance	147 181	179 534	32 353	
S477 - Private Patient Account				
Opening Balance	19 350	16 437	(2 913)	The decrease reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	31 889	31 037	(852)	The decrease in Receipts reflects revised Private Patient Scheme revenue estimates.
Operating Expenditure	30 247	31 804	1 557	The increase in Operating Expenditure primarily reflects revised salary estimates.
Purchases of Non-Financial Assets	534	61	(473)	The decrease in Purchases of Non-Financial Assets reflects revised estimates for purchases of plant and medical equipment.
Estimated Closing Balance	20 458	15 609	(4 849)	

Notes:

1. Opening balances have been updated to reflect the agency's audited 2021-22 financial statements.
2. Current Estimate includes transactions associated with the transfer of functions from the Department of Communities Tasmania.
3. Movement reflects the difference between 2022-23 Budget and Current Estimate.

Endorsed by:



Accountable Authority or Delegate

Date:

25/1/23

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2022-23 Specific Purpose Accounts - Revised Receipts and Expenditure Update
Act Section: 17(11) of the Financial Management Act 2016
Department: Health
As at: 27 June 2023

Account Details	Original Budget \$'000	Current Estimate ^{1,2} \$'000	Movement ³ \$'000	Explanation
S510 - Agency Financial Management Account				
Opening Balance	162 634	224 569	61 935	The increase reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	941 990	1 070 727	128 737	The increase in Receipts primarily reflects: <ul style="list-style-type: none"> \$45.7 million for Australian Government hospitals funding in line with the current payment schedule; \$32.8 million for National Partnership Agreement on COVID-19 response; \$27.1 million for other National Partnership Agreements, primarily for Elective Surgery and the Royal Hobart Hospital Redevelopment and new agreements for Urgent Care Clinics and Primary Care Pilots; and \$17.6 million for Other Revenue, primarily salary recoveries.
Operating Expenditure	931 612	1 108 540	176 928	The increase in Operating Expenditure primarily reflects: <ul style="list-style-type: none"> \$45.7 million for Australian Government hospitals funding in line with the current payment schedule; \$32.8 million for National Partnership Agreement on COVID-19 response; \$25 million for the Department's contribution to COVID-19 expenditure; \$24 million for other National Partnership Agreements, primarily for Elective Surgery and the Royal Hobart Hospital Redevelopment and new agreements for Urgent Care Clinics and Primary Care Pilots; \$17.6 million additional expenditure primarily relating to salary recoveries; and \$13.1 million for other internally funded items, including initiatives identified in the 2022-23 Budget.
Purchases of Non-Financial Assets	25 831	16 940	(8 891)	The decrease in Purchases of Non-Financial Assets primarily reflects revised cash flow timings for infrastructure projects funded by the Australian Government.
Estimated Closing Balance	147 181	169 816	22 635	
S477 - Private Patient Account				
Opening Balance	19 350	16 437	(2 913)	The decrease reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	31 889	32 037	148	The increase in Receipts reflects revised Private Patient Scheme revenue estimates.
Operating Expenditure	30 247	32 804	2 557	The increase in Operating Expenditure primarily reflects revised salary estimates.
Purchases of Non-Financial Assets	534	61	(473)	The decrease in Purchases of Non-Financial Assets reflects revised estimates for purchases of equipment.
Estimated Closing Balance	20 458	15 609	(4 849)	

Notes:

1. Opening balances have been updated to reflect the agency's audited 2021-22 financial statements.
2. Current Estimate includes transactions associated with the transfer of functions from the Department of Communities Tasmania.
3. Movement reflects the difference between 2022-23 Budget and Current Estimate.

Endorsed by:



Shane Stevens
Accountable Authority or Delegate

Date:

25/6/23

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2022-23 Specific Purpose Accounts - Revised Receipts and Expenditure Update

Act Section: 17(11) of the Financial Management Act 2016

Department: Health

As at: 31 March 2023

Account Details	Original Budget	Current Estimate ^{1,2}	Movement ³	Explanation
	\$'000	\$'000	\$'000	
S510 - Agency Financial Management Account				
<i>Opening Balance</i>	162 634	224 569	61 935	The increase reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	941 950	1 072 361	130 411	The increase in Receipts primarily reflects: <ul style="list-style-type: none"> \$45.7 million for Australian Government hospitals funding in line with the current payment schedule; \$42 million for National Partnership Agreement on COVID-19 response; \$19.6 million for other National Partnership Agreements, primarily for Elective Surgery and the Royal Hobart Hospital Redevelopment; and \$17.6 million for Other Revenue, primarily salary recoveries.
Operating Expenditure	931 572	1 110 174	178 602	The increase in Operating Expenditure primarily reflects: <ul style="list-style-type: none"> \$45.7 million for Australian Government hospitals funding in line with the current payment schedule; \$42 million for National Partnership Agreement on COVID-19 response; \$25 million for the Department's contribution to COVID-19 expenditure; \$22.5 million for other National Partnership Agreements, primarily for Elective Surgery and the Royal Hobart Hospital Redevelopment; \$17.6 million additional expenditure primarily relating to salary recoveries; and \$13.1 million for other internally funded items, including initiatives identified in the 2022-23 Budget.
Purchases of Non-Financial Assets	25 831	16 940	(8 891)	The decrease in Purchases of Non-Financial Assets primarily reflects revised cash flow timings for infrastructure projects funded by the Australian Government.
<i>Estimated Closing Balance</i>	<u>147 181</u>	<u>169 816</u>	<u>22 635</u>	
S477 - Private Patient Account				
<i>Opening Balance</i>	19 350	16 437	(2 913)	The decrease reflects the difference between the Opening Balance included in the 2022-23 Budget and the actual balance on 1 July 2022.
Receipts	31 889	31 037	(852)	The decrease in Receipts reflects revised Private Patient Scheme revenue estimates.
Operating Expenditure	30 247	31 804	1 557	The increase in Operating Expenditure primarily reflects revised salary estimates.
Purchases of Non-Financial Assets	534	61	(473)	The decrease in Purchases of Non-Financial Assets reflects revised estimates for purchases of equipment.
<i>Estimated Closing Balance</i>	<u>20 458</u>	<u>15 609</u>	<u>(4 849)</u>	

Notes:

1. Opening balances have been updated to reflect the agency's audited 2021-22 financial statements.
2. Current Estimate includes transactions associated with the transfer of functions from the Department of Communities Tasmania.
3. Movement reflects the difference between 2022-23 Budget and Current Estimate.

Endorsed by:



Accountable Authority or Delegate

Date:

1/5/23

Authorised by:

Treasurer or Delegate

Date:

Purpose: 2023-24 Specific Purpose Accounts - Revised Receipts and Expenditure Update

Act Section: 17(11) of the Financial Management Act 2016

Agency: Health

As at: 30 June 2024

Account Details	Original Budget	Current Estimate ¹	Movement ²	Explanation
S510 - Agency Financial Management Account				
Opening Balance	\$'000 169 816	\$'000 183 026	\$'000 13 210	The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's 2022-23 Audited Financial Statements.
Receipts	1 000 733	1 131 527	130 794	The increase in Receipts reflects: - \$79 million for Australian Government hospitals and public health funding in line with the current payment schedule; - \$30 million for National Partnership and Federation Funding Agreements to reflect anticipated funding to be received from the Australian Government in 2023-24; - \$11.8 million for Other Revenue, primarily salary recoveries (including workers compensation) and rent revenue; and - \$10 million for the Department's GST receipts to reflect actual GST receipts for 2023-24.

Operating Expenditure	1 004 427	1 154 986	150 559	<p>The increase in Operating Expenditure reflects:</p> <ul style="list-style-type: none"> - \$79 million for Australian Government hospitals and public health funding in line with the current payment schedule; - \$34 million for National Partnership and Federation Funding Agreements to reflect anticipated expenditure for the Department in 2023-24; - \$15.7 million expenditure relating to National Partnership on COVID-19 Response final adjustment reimbursement to the Australian Government; - \$11.8 million for additional expenditure primarily relating to salary recoveries and property maintenance; and - \$10 million for the Department's GST payments to reflect estimated expenditure in 2023-24.
Purchases of Non-Financial Assets	23 374	19 284	(4 090)	<p>The decrease in Purchases of Non-Financial Assets reflects revised cash flow timings for infrastructure projects funded by the Australian Government under National Partnership or Federation Funding Agreements.</p>
<i>Estimated Closing Balance</i>	<u>142 748</u>	<u>140 283</u>	<u>(2 465)</u>	
S477 - Private Patient Account				
<i>Opening Balance</i>	15 609	15 964	355	<p>The increase reflects the difference between the Opening Balance included in the 2023-24 Budget and the Department's 2022-23 Audited Financial Statements.</p>
Receipts	33 045	26 045	(7 000)	<p>The decrease in Receipts reflects revised Private Patient Scheme revenue estimates.</p>
Operating Expenditure	33 463	35 763	2 300	<p>The increase in Operating Expenditure primarily reflects revised salary estimates.</p>
Purchases of Non-Financial Assets	52	252	200	<p>The increase in Purchases of Non-Financial Assets reflects revised estimates for equipment purchases.</p>
<i>Estimated Closing Balance</i>	<u>15 139</u>	<u>5 994</u>	<u>(9 145)</u>	

Notes:

1. Opening balances have been updated to reflect the agency's audited 2022-23 financial statements.
2. Movement reflects the difference between 2023-24 Budget and Current Estimate.

Endorsed by:



Accountable Authority or Delegate

Date:

27/6/24

Authorised by:

Treasurer or Delegate

Date:

Department of Treasury and Finance

The Treasury Building
21 Murray Street HOBART TAS 7000
GPO Box 147 HOBART TAS 7001 Australia
Telephone (03) 6166 4444 Facsimile (03) 6173 0219
Email secretary@treasury.tas.gov.au Web www.treasury.tas.gov.au



Doc reference 24/92535
Your reference SEC24/581

Dale Webster
Acting Secretary
Department of Health

Attention: Elizabeth Jacob

Westpac Rescue Helicopter Tasmania - sponsorship and donation revenue

I refer to your memorandum dated 30 April 2024 requesting approval for the Department of Health to retain sponsorship fees of \$350 000 per calendar year and proceeds from fundraising activities undertaken by Westpac within the Department's Agency Financial Management Account (S510) Specific Purpose Account.

In accordance with section 17(7) of the Financial Management Act 2016, as the Treasurer's delegate, I approve the retention of these funds on an ongoing basis. Please ensure that estimates for these receipts and the associated expenditure is appropriately reflected in you Agency's Financial Management Account.

Should you have any queries or require any further information regarding this matter, please contact Eleanor Patterson, Director Budget Management Branch, on (03) 6145 5815 or email Eleanor.Patterson@treasury.tas.gov.au.

A handwritten signature in black ink, appearing to read "Gary Swain".

Gary Swain
Secretary

31 May 2024

Encl

Agency Request to Retain and apply Revenue – S510

Department of Health

<p>Account</p> <p><i>Where is the revenue proposed to be retained?</i></p>	<p>Output 2.6 Ambulance Services</p> <p>S510 – Health Operating Account</p>																					
<p>Approximate Amount</p> <p><i>What is the approximate amount to be retained and what are the anticipated future receipts (per annum)?</i></p>	<p>Westpac sponsorship revenue</p> <p>\$350 000 per period (inclusive of GST)</p> <p>15/1/2024 to 14/1/2025</p> <p>15/1/2025 to 14/1/2026</p> <p>PART 1A: SPONSORSHIP FEE</p> <table border="1" data-bbox="600 741 1370 943"> <thead> <tr> <th>TERM</th> <th>15 Jan 2024 – 14 Jan 2025</th> <th>15 Jan 2025 – 14 Jan 2026</th> </tr> </thead> <tbody> <tr> <td>PAYMENT DUE</td> <td></td> <td></td> </tr> <tr> <td>15 January 2024 (Jan – Mar period)</td> <td>\$87 500</td> <td>\$87 500</td> </tr> <tr> <td>15 April (Apr – Jun period)</td> <td>\$87 500</td> <td>\$87 500</td> </tr> <tr> <td>15 July (Jul – Sept period)</td> <td>\$87 500</td> <td>\$87 500</td> </tr> <tr> <td>15 October (Oct – Dec period)</td> <td>\$87 500</td> <td>\$87 500</td> </tr> <tr> <td>YEAR TOTAL</td> <td>\$350 000</td> <td>\$350 000</td> </tr> </tbody> </table> <p>Westpac Fundraising revenue</p> <p>In addition, Ambulance Tasmania permits Westpac to fundraise on behalf of Ambulance Tasmania. Donations gathered by Westpac will be deposited to Ambulance Tasmania monthly / quarterly. The approximate amount for that fundraising is not known at this stage, but approval for retention of fundraising revenue is requested.</p>	TERM	15 Jan 2024 – 14 Jan 2025	15 Jan 2025 – 14 Jan 2026	PAYMENT DUE			15 January 2024 (Jan – Mar period)	\$87 500	\$87 500	15 April (Apr – Jun period)	\$87 500	\$87 500	15 July (Jul – Sept period)	\$87 500	\$87 500	15 October (Oct – Dec period)	\$87 500	\$87 500	YEAR TOTAL	\$350 000	\$350 000
TERM	15 Jan 2024 – 14 Jan 2025	15 Jan 2025 – 14 Jan 2026																				
PAYMENT DUE																						
15 January 2024 (Jan – Mar period)	\$87 500	\$87 500																				
15 April (Apr – Jun period)	\$87 500	\$87 500																				
15 July (Jul – Sept period)	\$87 500	\$87 500																				
15 October (Oct – Dec period)	\$87 500	\$87 500																				
YEAR TOTAL	\$350 000	\$350 000																				
<p>Source and Nature of Revenue</p> <p><i>Where/who is the revenue coming from?</i></p>	<p>The Revenue source is Westpac Banking Corporation (Westpac) under a new sponsorship agreement for helicopter services and sole naming rights of Westpac Rescue Helicopter Tasmania.</p> <p>This funding will continue the previous support provided indirectly to the Department of Health through the Department of Police, Fire and Emergency Management.</p> <p>This replaces a former agreement with the Tasmanian Air Rescue Trust (previously trading as Westpac Rescue Helicopter Tasmania) that provided equipment and training for crew through direct purchase or reimbursement rather than direct funding to the Crown.</p> <p>The proposed arrangement is for the funds to be receipted into the Department of Health’s Financial Management Account with specified financial rules requiring approval of expenditure from a committee consisting of senior Department of Health, Department of Police, Fire and Emergency Management and Westpac representatives.</p>																					

	Westpac also proposes to undertake fundraising activities on behalf of this sponsored service. Donations gathered by Westpac for Westpac Rescue Helicopter Tasmania will be deposited to Health's S510 monthly/quarterly.
Funds to be applied for (purpose)	Contribution towards provision of the Department's helicopter service and enhancement of its operations
Timeframe <i>Will the revenue be ongoing or is it for a fixed time period? Over what timeframe will the revenue be expended?</i>	Fixed Term: Contract is for a period of two years – January 2024 to January 2026
Legislation <i>Is the revenue retention authorised by Legislation? If so, identify relevant sections.</i>	<i>Ambulance Service Act 1982</i> "The funds of the Commissioner shall consist of – (e) all other money received from any source by the Commissioner."
Alignment with SPA purpose <i>Does the revenue to be retained align with the purpose of the SPA?</i>	S510 Department of Health Financial Management Account provides the mechanism to receipt funding from a range of services, including hospital and ambulance sources, pending expenditure consistent with approved purposes.

Approval

Approval is provided for revenue as detailed above to be retained and expended for the purposes outlined above, with the account to be administered in accordance with the *Financial Management Act 2016*.

Authorised by:



Gary Swain, Secretary

Treasurer or Delegate

Date: 31 May 2024

2022-23 Public Account Expenditure Summary as at 30 June 2023

Department of Health	Total Expenditure	Operating Services	Capital Services
	\$'000	\$'000	\$'000
Annual Appropriation			
Minister for Health	1 732 893	1 608 350	124 543
Approved Adjustments (FMA)	(14 603)	6 751	(21 354)
	1 718 290	1 615 101	103 189
Minister for Mental Health and Wellbeing	154 615	150 115	4 500
Approved Adjustments (FMA)	6 025	5 852	173
	160 640	155 967	4 673
Total Expenditure (in accordance with a TECA)	1 878 930	1 771 068	107 862
Specific Purpose Accounts			
S477 Private Patient Account	32 865		
S510 Department of Health Financial Management Account	1 125 480		
Total Expenditure (approved by the Treasurer under ss.17(5), (10) or (11) of the FMA)	1 158 345		
Reserved-by-Law			
Department of Health Section 23 Rollover (<i>Financial Management Act 2016</i>)	71 563		
Total Expenditure (Agency estimates in accordance with relevant legislation)	71 563		
TOTAL PUBLIC ACCOUNT EXPENDITURE	3 108 838		

2022-23 Public Account Expenditure Summary as at 30 June 2023

Department of Health	Total Expenditure	Operating Services	Capital Services
	\$'000	\$'000	\$'000
Annual Appropriation			
Minister for Health	1 732 893	1 608 350	124 543
Approved Adjustments (FMA)	(14 603)	6 751	(21 354)
	1 718 290	1 615 101	103 189
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Reserved-by-Law			
Department of Health Section 23 Rollover (<i>Financial Management Act 2016</i>)	71 563		
Total Expenditure (Agency estimates in accordance with relevant legislation)	71 563		
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Department of Treasury and Finance

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Doc reference 23/140572

To: Accountable Authority

Attention: Budget Manager

Public Account Expenditure Summary - 2022-23 Final Estimates

The attached Public Account Expenditure Summary (PAES) provides the final estimates for expenditure from the Public Account for your Agency for the year ending 30 June 2023.

The PAES shows estimated expenditure of 2022-23 appropriations authorised by a Treasurer's Expenditure Control Authority; estimated expenditure from Specific Purpose Accounts authorised under the *Financial Management Act 2016*; and estimated Reserved by Law expenditure.

The estimated expenditure in the PAES includes:

- Annual Appropriation provided in accordance with *Appropriation Act (No. 1) 2022*, *Appropriation Act (No. 2) 2022*, *Appropriation (Supplementary Appropriation for 2022-23) Act 2022*, and *Appropriation (Further Supplementary Appropriation for 2022-23) Act 2023*;
- Appropriation Adjustments, including transfers of appropriation, requests for additional funds, appropriation rollovers and savings approved as part of Treasury's 2022-23 end of year process;
- Specific Purpose Accounts receipts and expenditure, in accordance with agency Quarter 4 updates; and
- Reserved by Law expenditure, including appropriation approved for rollover from 2021-22.

Should you require any further information regarding this matter, please contact Eleanor Patterson on (03) 6145 5815 or Eleanor.Patterson@treasury.tas.gov.au.

A handwritten signature in black ink, appearing to read "TFerrall".

Tony Ferrall
Secretary

30 June 2023

Encl

Purpose: 2024-25 Specific Purpose Accounts - Revised Receipts and Expenditure Update

Act Section: 17(1) of the Financial Management Act 2016

Agency: Health

As at: 30 November 2024

Account Details	Original Budget	Current Estimate ¹	Movement ²	Explanation
	\$'000	\$'000	\$'000	
S510 - Agency Financial Management Account				
Opening Balance	....	5 428	5 428	The increase reflects the difference between the Opening Balance included in the 2024-25 Budget and the Department's 2023-24 Audited Financial Statements.
Receipts	1 143 200	1 164 441	21 241	The increase in Receipts reflects \$21.2 million for National Partnership and Federation Funding Agreements to reflect anticipated funding to be received from the Australian Government in 2024-25.
Operating Expenditure	1 115 287	1 142 074	26 787	The increase in Operating Expenditure reflects \$26.8 million in additional anticipated expenditure in 2024-25 that relates to Australian Government funding under National Partnership or Federation Funding Agreements.
Purchases of Non-Financial Assets	27 913	22 367	(5 546)	The decrease in Purchases of Non-Financial Assets reflects \$5.5 million for revised cash flow timings for infrastructure projects funded by the Australian Government under National Partnership or Federation Funding Agreements.
Estimated Closing Balance	....	5 428	5 428	
S477 - Private Patient Account				
Opening Balance	5 994	7 726	1 732	The increase reflects the difference between the Opening Balance included in the 2024-25 Budget and the Department's 2023-24 Audited Financial Statements.
Receipts	36 757	36 757	....
Operating Expenditure	36 397	36 397	....
Purchases of Non-Financial Assets	19	19	....
Estimated Closing Balance	6 335	8 067	1 732	

Notes:

1. Opening balances have been updated to reflect the agency's audited 2023-24 financial statements.
2. Movement reflects the difference between 2024-25 Budget and Current Estimate.

Endorsed by:



Accountable Authority or Delegate

Date:

20/12/24

Authorised by:

Treasurer or Delegate

Date:

Department of Treasury and Finance

The Treasury Building
21 Murray Street HOBART TAS 7000
GPO Box 147 HOBART TAS 7001 Australia
Telephone (03) 6166 4444 Facsimile (03) 6173 0219
Email secretary@treasury.tas.gov.au Web www.treasury.tas.gov.au



Doc reference 24/204702

To: Accountable Authority

Attention: Budget Manager

2024-25 Public Account Expenditure Summary

The attached Public Account Expenditure Summary (PAES) provides the 2024-25 Budget estimates for approved expenditure from the Public Account for your agency for the year ending 30 June 2025.

The PAES shows approved expenditure estimates for:

- Annual Appropriation (*Appropriation Act (No. 1) 2024* and *Appropriation Act (No. 2) 2024*), in accordance with a Treasurer's Expenditure Control Authority;
- Specific Purpose Accounts, in accordance with section 17(10) and 17(11) of the *Financial Management Act 2016*;
- Reserved-by-Law appropriation, in accordance with relevant legislation; and
- Rollovers of 2023-24 appropriation, in accordance with section 23(1) of the FMA.

Should you require any further information regarding this matter, please contact Eleanor Patterson on (03) 6145 5815 or Eleanor.Patterson@treasury.tas.gov.au.

A handwritten signature in black ink, appearing to read "Gary Swain".

Gary Swain
Secretary

22 November 2024

Encl

2023-24 Budget Submission - Agency Specific Purpose Accounts

Agency:	Department of Health			
Account Details	2022-23 Forecast	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast
	\$'000	\$'000	\$'000	\$'000
Agency Financial Management Account				
Opening Balance				
THS Private Patient Account	241 006	140 272	136 457	135 330
THS Commonwealth ABF Funding	16 438	16 086	16 092	16 909
THS Commonwealth Block Funding	....	....	....	....
THS Conditional Donations	9 667	10 290	10 947	11 640
THS Research Funds	6 753	7 253	7 753	8 253
THS Own Source Revenue	4 178	....	....	....
THS Non-Discretionary Revenue	4 849	16	16	16
THS NPA Funds (Cwlth)	(2 318)	3	3	3
THS COPEs (Cwlth)	6 804	10 784	12 461	12 461
THS Provisions ¹	29 221	1 266	1 266	1 266
THS Inventory Control Account	(5 338)	....	....	....
THS Suspense Accounts	64	62	62	62
THS Unconditional Donations	461	458	458	458
DOH CIP NPA Funds (Cwlth)	(123)	1	1	1
DOH Department Retained Revenue ²	170 893	98 283	91 962	88 937
DOH Commonwealth Funds	(6 417)	....	....	....
DOH Donations	....	....	....	....
DOH AT Fleet Leaseback	679	....	....	....
DOH Goods and Services Tax	(10 935)	(10 935)	(10 935)	(10 935)
DOH Provisions	8 174	6 349	6 304	6 259
DOH Inventory Control Account	(15)	....	....	....
DOH BSN Funding	....	....	....	....
DOH Non Discretionary Departmental Revenue	3 978	(1)	(1)	(1)
DOH COPEs (Cwlth)	2 706	357	68	1
DOH NPA Funds (Cwlth)	261	....	....	....
DOH SPP Funds	....	....	....	....
DOH Suspense Accounts	1 026	....	....	....
Receipts				
THS Private Patient Account	30 914	32 924	35 887	38 999
THS Commonwealth ABF Funding	435 963	452 992	485 413	508 136
THS Commonwealth Block Funding	91 336	98 015	101 691	105 504
THS Conditional Donations	1 566	1 478	1 509	1 550
THS Research Funds	5 516	4 713	4 702	4 843
THS Own Source Revenue	207 157	221 888	228 920	228 920
THS Non-Discretionary Revenue	12 381	5 641	5 923	6 219
THS NPA Funds (Cwlth)	21 801	208	105	....
THS COPEs (Cwlth)	37 660	35 110	35 407	35 407
THS Provisions	2	....	....	....
THS Inventory Control Account	....	....	....	....
THS Suspense Accounts	11	....	....	....
THS Unconditional Donations	2	2	2	2
DOH CIP NPA Funds (Cwlth)	20 646	14 925	....	....
DOH Department Retained Revenue	17 850	18 207	18 571	18 942
DOH Commonwealth Funds	6 417	....	....	....
DOH Donations	2	....	....	....
DOH AT Fleet Leaseback	....	....	....	....
DOH Goods and Services Tax	110 778	112 993	115 252	115 252
DOH Provisions	....	....	....	....
DOH Inventory Control Account	....	....	....	....
DOH BSN Funding	2 990	33 699	34 478	33 268
DOH Non Discretionary Departmental Revenue	2 458	727	210	212
DOH COPEs (Cwlth)	4 451	3 504	192	....
DOH NPA Funds (Cwlth)	19 926	5 342	1 615	150
DOH SPP Funds	10 282	10 555	10 951	11 361
DOH Suspense Accounts	....	....	....	....

2023-24 Budget Submission - Agency Specific Purpose Accounts

Agency:	Department of Health			
Account Details	2022-23	2023-24	2024-25	2025-26
	Forecast	Forecast	Forecast	Forecast
	\$'000	\$'000	\$'000	\$'000
Agency Financial Management Account				
Expenditure	1 140 843	1 056 738	1 081 955	1 109 570
THS Private Patient Account	31 266	32 918	35 070	37 200
THS Commonwealth ABF Funding	435 963	452 992	485 413	508 136
THS Commonwealth Block Funding	91 336	98 015	101 691	105 504
THS Conditional Donations	943	821	816	824
THS Research Funds	5 016	4 213	4 202	4 343
THS Own Source Revenue	211 335	221 888	228 920	228 920
THS Non-Discretionary Revenue	17 214	5 641	5 923	6 219
THS NPA Funds (Cwlth)	19 480	208	105	...
THS COPEs (Cwlth)	33 680	33 433	35 407	36 407
THS Provisions	27 957	...	...	...
THS Inventory Control Account	(5 338)	...	...	...
THS Suspense Accounts	13	...	...	...
THS Unconditional Donations	5	2	2	2
DOH CIP NPA Funds (Cwlth)	20 522	14 925	...	...
DOH Department Retained Revenue	90 460	24 528	21 596	21 727
DOH Commonwealth Funds	...	...	...	...
DOH Donations	2	...	...	...
DOH AT Fleet Leaseback	679	...	...	...
DOH Goods and Services Tax	110 778	112 993	115 252	115 252
DOH Provisions	1 825	45	45	45
DOH Inventory Control Account	(15)	...	...	...
DOH BSN Funding	2 990	33 699	34 478	33 268
DOH Non Discretionary Departmental Revenue	6 437	727	210	212
DOH COPEs (Cwlth)	6 800	3 793	259	...
DOH NPA Funds (Cwlth)	20 187	5 342	1 615	150
DOH SPP Funds	10 282	10 555	10 951	11 361
DOH Suspense Accounts	1 026	...	...	...
Estimated Closing Balance	140 272	136 457	135 330	134 525
THS Private Patient Account	16 086	16 092	16 909	18 708
THS Commonwealth ABF Funding	...	...	...	...
THS Commonwealth Block Funding	...	...	...	...
THS Conditional Donations	10 290	10 947	11 640	12 366
THS Research Funds	7 253	7 753	8 253	8 753
THS Own Source Revenue	...	...	...	...
THS Non-Discretionary Revenue	16	16	16	16
THS NPA Funds (Cwlth)	3	3	3	3
THS COPEs (Cwlth)	10 784	12 461	12 461	11 461
THS Provisions	1 266	1 266	1 266	1 266
THS Inventory Control Account	...	...	...	...
THS Suspense Accounts	62	62	62	62
THS Unconditional Donations	458	458	458	458
DOH CIP NPA Funds (Cwlth)	1	1	1	1
DOH Department Retained Revenue	98 283	91 962	88 937	86 152
DOH Commonwealth Funds	...	...	...	...
DOH Donations	...	...	...	...
DOH AT Fleet Leaseback	...	...	...	...
DOH Goods and Services Tax	(10 935)	(10 935)	(10 935)	(10 935)
DOH Provisions	6 349	6 304	6 259	6 214
DOH Inventory Control Account	...	...	...	...
DOH BSN Funding	...	...	...	...
DOH Non Discretionary Departmental Revenue	(1)	(1)	(1)	(1)
DOH COPEs (Cwlth)	357	68	1	1
DOH NPA Funds (Cwlth)	...	...	...	...
DOH SPP Funds	...	...	...	...
DOH Suspense Accounts	...	...	...	...

Additional Commentary:

- THS Provisions reduced due to contribution for COVID in 2022-23
- DOH Department Retained Revenue factors in Digital Health, Private Patient Super, HRIS contribution, Ambulance Tasmania reset funding and 2022-23 Budget initiatives that were internally funded. Refer previous advice. The Private Patient super risk and the HRIS contribution have been identified against 2022-23 as per the previous advice, but the timing of these contributions may fall into future periods.

2023-24 Public Account Expenditure Summary as at 30 June 2024

Department of Health	Total Expenditure	Operating Services	Capital Services
	\$'000	\$'000	\$'000
Annual Appropriation			
Minister for Health, Mental Health and Wellbeing	2 058 538	1 876 607	181 931
Approved Adjustments (FMA)	3 124	21 973	(18 849)
	2 061 662	1 898 580	163 082
Total Expenditure (in accordance with a TECA)	2 061 662	1 898 580	163 082
Specific Purpose Accounts			
S477 Private Patient Account	36 015		
S510 Department of Health Financial Management Account	1 315 253		
Total Expenditure (approved by the Treasurer under ss.17(5), (10) or (11) of the FMA)	1 351 268		
Reserved-by-Law			
Department of Health Section 23 Rollover (<i>Financial Management Act 2016</i>)	11 841		
Total Expenditure (Agency estimates in accordance with relevant legislation)	11 841		
TOTAL PUBLIC ACCOUNT EXPENDITURE	3 424 771		