



TASMANIA  
PREMIER OF TASMANIA

13 June,2026

Attention Ben Foxe  
Ms Helen Burnet MP  
Chair  
Estimates Committee A  
By Email: [ben.foxe@parliament.tas.gov.au](mailto:ben.foxe@parliament.tas.gov.au)

Dear Helen

### **APPROPRIATION BILL (No. 1) 2026**

#### **DIVISION 10 – DEPARTMENT OF PREMIER AND CABINET**

Please find attached the following responses to questions raised in the examination of the Premier's portfolio.

- 1. Between 11 November 2025 and 1 June 2026, has any public money been provided to pay for former Minister Ogilvie's legal costs - and if so, how much?**

There has been no public money paid on behalf of, or reimbursed to, Ms Ogilvie MP to pay for legal costs for between 11 November 2025 and 1 June 2026.

- 2. Are there any Secretaries currently employed, including Craig Limkin, who have a longer payout period than the standard months/years? Who are they and what is the justification for this?**

All Heads of Agency have the same termination and severance clauses, except for the Secretary of the Department of Premier and Cabinet, Ms Morgan-Wicks, who negotiated her own terms upon her appointment.

- 3. What is the standard length of 'severance on termination' benefit clause for Secretaries and Deputy Secretaries?**

The standard termination terms for Heads of Agency Instruments of Appointment set out different requirements depending on the circumstances in which termination occurs and the period of service by the officer as below:

If the Head of Agency has engaged in serious misconduct, they can be terminated at any time without notice.

If it is determined that the Head of Agency:

- is unable to effectively perform their duties; or
- has breached the State Service Code of Conduct; or
- has breached a relevant term of their appointment; or

- has not maintained satisfactory performance in accordance with the relevant terms of their appointment; or
- the operational requirements of the Crown require so;

the Head of Agency's appointment can be terminated by the Premier by giving notice in writing or payment in lieu of notice.

Where termination is to occur with notice (as in the circumstances just mentioned), the period of notice is:

- 2 weeks' notice if the officer has occupied the office for 3 years or less
- 3 weeks' notice if the officer has occupied the office for between 3 and 5 years
- 4 weeks' notice if the officer has occupied the office for 5 years or more

The severance benefits upon termination depend on the circumstances of their termination and the period of service and are provided in Schedule 6 of the Instrument of Appointment. There have been no changes to the termination terms in recent years.

### **Senior Executive Severance Provisions**

The standard Instrument of Appointment for Senior Executive officers, which also applies to equivalent specialist officers and to prescribed officers, is publicly available on the Department of Premier and Cabinet's website in template format.

There have been no changes to the standard termination provisions in the template used for senior executive appointments since 2010.

Any variation to any part of this standard Instrument of Appointment for an individual officer requires approval by the Premier or the Head of the State Service.

If an officer is terminated due to:

- engaging in serious and wilful misconduct,
- not meeting the standards of their performance development agreement,
- the inability to effectively and efficiently perform the duties of their office, or
- breaching the Code of Conduct,

no severance is payable.

Where termination is to occur with notice in any circumstance other than engaging in serious and wilful misconduct where no notice applies, the period of notice is:

- 2 weeks' notice if the officer has occupied the office for 3 years or less
- 3 weeks' notice if the officer has occupied the office for between 3 and 5 years
- 4 weeks' notice if the officer has occupied the office for 5 years or more

with an officer aged 45 and above who has completed more than two years of service also receiving an additional week's notice.

One Equivalent Specialist officer has the severance benefit provisions that apply to Heads of Agency rather than to senior executive officers, having had Premier approval for that variation.

No other approvals have been requested or given for changes to the termination provisions in an Instrument of Appointment for any senior executive, equivalent specialist or prescribed office appointment currently in place.

Severance provisions vary dependent on whether the person was an employee in the State Service immediately before they became an officer and whether, if they were an employee, they choose to be reappointed as an employee. Severance benefits may also vary dependent on the time the person has been in the State Service and the length of time remaining on the officer's Instrument of Appointment.

Schedule 5 and Schedule 6 from the standard Instrument of Appointment template that sets out severance provisions is provided as Attachment 1 and 2.

*Employment Direction No 17 – Senior Executive and Equivalent Specialist Officers – Administrative Arrangements and Conditions of Service (ED 17)* does provide that a Head of Agency may, on submission of an appropriate business case specific to the individual officer that justifies any additional payment, request that severance benefits greater than those provided in the officer's Instrument of Appointment be approved by the Head of the State Service (HoSS) or Premier.

**4. Between 1 July 2022 and 30 June 2023, was any public funding provided to pay for Minister Howlett's legal costs, and if so, how much?**

There was no public money paid on behalf of, or reimbursed to, Minister Howlett for legal costs between 1 July 2022 and 30 June 2023.

**5. Between 5 March 2026 to 1 June 2026 has any public funding been provided to pay for Minister Howlett's legal costs - and if so, how much?**

There has been \$38,335 (ex GST) in public funding spent on legal costs for Minister Howlett between 5 March 2026 and 1 June 2026. Further, the Department holds invoices payable to the value of \$56,668 (ex GST) as at 1 June 2026.

**6. Was there a material change in benefits in the termination clauses in current senior public service employment contracts compared to the previous contracts?**

No, there was no material change in benefits in the termination clauses in current senior public service employment contracts compared to the previous contracts.

**7. Between 7 April 2025 and 1 June 2026, has any public funding been provided to pay for the Member for Lyons, Mark Shelton's legal costs - and if so, how much?**

No fees were paid on behalf of or reimbursed to Mr Shelton MP during the period 7 April 2025 to 1 June 2026.

**8. In relation to the Member for Lyons Mark Shelton's legal fees, can you confirm that in the matter in which Mr Shelton has received this assistance he was acting at the lawful direction of a Minister of the Crown?**

I am unable to provide details of the circumstances surrounding Mr Shelton's legal fees. Full details will be provided when the matter is concluded.

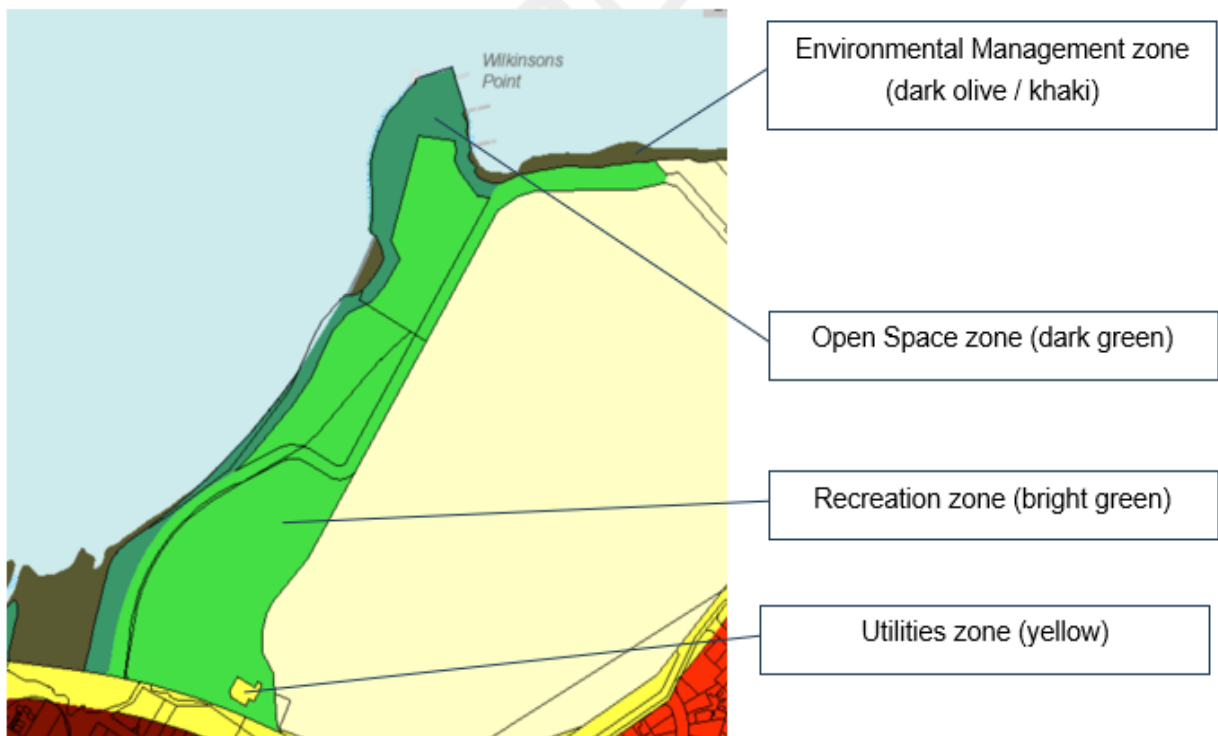
**9. Why have the RTI logs for the years prior to 2025 been taken off the DPAC website and will you reinstate them as you can't email a request for a specific RTI if you can't see the log?**

All Right to Information disclosures from 2015 onwards were reinstated on 2 June 2026.

To support the launch of its new website, the Department of Premier and Cabinet prioritised the last two years of RTI data. To migrate the disclosure log data to the new, improved website design, an officer was required to manually extract each disclosure file and upload to the new website. This work was completed between Monday 1 June and Tuesday 2 June 2026.

**10. What is the proposed zone for Wilkinsons Point to allow it to be developed?**

The current zoning of Wilkinson's Point is predominantly "Recreation", with some "Open Space" and "Environmental Management" along the foreshore and a small parcel of "Utilities".



Extract from The List, extracted 11 June 2026.

**a. Are any planning changes being explored for that land before it is sold to Larry Kestelman?**

The government is looking at the best way to activate the precinct.

**b. What is the valuation of Wilkinsons Point with that zone?**

The last valuation undertaken was in May 2025; a desktop review taking into account market movement since the previous valuation in September 2024.

- 11. Will the land sale be at what it is valued now, or will it be revalued once it is connected to necessary infrastructure for development?**

This will form part of negotiations noting prior public commitments.

- 12. From 1 August 2024 to 1 June 2026 what is the total amount spent to pay for legal costs of Liberal Ministers and MPs?**

Legal fees paid on behalf of or reimbursed to Liberal Party Members of Parliament from the Ministerial and Parliamentary Support Budget during the period 1 August 2024 to 1 June 2026 amounted to \$320,677 (ex GST). Further, the Department holds invoices payable to the value of \$56,668 (ex GST) at 1 June 2026.

- 13. Other than Ms Ogilvie, have any other Ministers secretly initiated a Supreme Court proceeding?**

**Answer:**

I am not able to comment on legal matters.

- 14. Did anyone in your office make any changes to the draft budget before it was finalised?**

Yes.

- a. What changes were made?**

As standard process, my office reviewed chapters at the same time as ministers' offices and agencies. The changes made by my office were part of the ordinary review process for Budget Papers. They were directed at ensuring that the Budget Papers accurately reflected decisions already taken through the Budget Committee and Cabinet process, that material was consistent across the documents, and that the presentation of the Government's decisions and priorities were clear and accurate.

- b. Was budget commentary on the number of public sector redundancies altered by your office?**

No.

- 15. Will you consider requiring public reporting of the legal costs of government Ministers and MPs, in the form of an annual disclosure?**

As I have publicly stated, the Tasmanian Government will introduce new measures to strengthen transparency and accountability around the use of public funds for legal indemnity, as part of a broader review of existing guidelines.

The reforms are aimed at ensuring Tasmanians have greater visibility over how public money is expended in these types of legal matters. The public should have confidence in how these decisions are made and how public funds are being spent.

I have instructed my department to develop new provisions that will improve transparency and public access to information, while ensuring that legal proceedings are not compromised. The proposed measures include enhanced public reporting of legal expenditure and advice on options to introduce cross-party visibility in decisions relating to the granting of indemnities.

These changes are about providing greater transparency while respecting necessary legal protections.

I trust this information is of assistance to Estimates Committee A.

Yours sincerely



Jeremy Rockliff MP  
**Premier**

Att 1: Head of Agency - Instrument of Appointment Extract - Standard Termination and Severance Terms

Att 2: Termination terms from Instrument of Appointment Template senior executive service

## ATT 1 – Head of Agency – Instrument of Appointment Extract – Standard Termination and Severance Terms

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### Schedule 5 – Termination and Discipline

1. The Premier may terminate this appointment at any time without notice if the Premier is satisfied that the Officer has engaged in serious misconduct or has abandoned the Officer's employment.
2. The Premier may terminate this appointment by the giving of notice in writing or payment in lieu of notice if:
  - (a) It is determined:
    - (i) in accordance with the process established for the purpose of section 48 of the *State Service Act 2000* (Tas) that the Officer is unable to effectively and efficiently perform the duties of the Office; or
    - (ii) in accordance with the process established for the purpose of section 10 of the *State Service Act 2000* (Tas) that the Officer has breached the Code of Conduct specified in section 9 of the *State Service Act 2000* (Tas) or a material term of this instrument and termination is a reasonable sanction to impose for that breach; or
    - (iii) the Officer has not maintained a satisfactory standard of performance in accordance with the requirements of Clause 5 of Schedule 3 of this instrument.
  - (b) The operational requirements of the Crown so require.
3. The appointment may be terminated by the Officer upon the giving of 4 weeks (or such lesser period as the Premier may allow) notice in writing to the Premier.
4. Where termination by the Premier is to occur with notice, the period of notice will be calculated in accordance with the following:
  - (a)

Period of Service as an Officer

Period of Notice

From commencement and up to the completion of three years	Two weeks
Three years and up to the completion of five years	Three weeks
Five years and over	Four weeks

- (b) In addition to the period of notice specified in subclause (a), an Officer aged 45 years or older with 2 or more years of service is entitled to an additional week's notice.
5. Subject to Clauses 6 and 7 of this Schedule, if the appointment is terminated by the Premier under Clause 2(b) of this Schedule then the Officer is entitled to receive the applicable payments and benefits calculated in accordance with Schedule 6A.
6. An Officer is not entitled to any benefit or payment specified in Schedule 6A if:
- (a) the Officer is offered an appointment and that offer comprises remuneration not less than the remuneration specified in this instrument and the term of the appointment is for a period of 3 years or more; or
  - (b) the termination is followed by an election referred to in Section 31 (11) of the *State Service Act 2000* (Tas) or an appointment to another office under section 31 of the *State Service Act 2000* (Tas); or
  - (c) the appointment is terminated by the Officer except as provided for in Schedule 4.
7. If the appointment is terminated by the Premier under Clause 2(b) of this Schedule and the Officer is entitled to, and makes, the election referred to in Section 31(11) of the *State Service Act 2000* (Tas), or is appointed to another office under section 31 of the *State Service Act 2000*, then the Officer is entitled to a benefit calculated in accordance with Schedule 6C.
8. An Officer who makes an election or is appointed to another office under Clause 6 of this Schedule is not entitled to a severance benefit specified in Schedule 6A or 6B.
9. Upon the termination of the appointment for any reason, the Officer must:

- (a) resign without claim for compensation from all directorships and other offices held by the Officer in conjunction with the Office; and
  - (b) deliver to the Crown:
    - (i) all documents in the Officer's possession derived from the Officer undertaking the functions and performing the duties of the Office or any other functions and duties assigned to the Officer; and
    - (ii) any property of the Crown in the possession or control of the Officer in connection with the Office.
10. If it is determined in accordance with the process established for the purpose of section 10 of the *State Service Act 2000* (Tas) that the Officer has breached the Code of Conduct specified in section 9 of the *State Service Act 2000* (Tas), and the Premier does not terminate this appointment under Clause 2(a)(ii) of this Schedule, the Premier may impose counselling or a reprimand for the breach.

## Schedule 6 - Severance Benefits

### Schedule 6A

- 1 A payment which is the greater of the amounts calculated under Clause 1.1 or 1.2 of this Schedule.
  - 1.1
    - (a) if, when termination occurs, three years or more remain of the term of this appointment, the amount referred to in Clause 1 of Schedule 1 and 12 months of the superannuation contribution specified in Clause 2 of Schedule 1; or
    - (b) if, when termination occurs, one year or more, but less than three years, remains of the term of this appointment, 75% of the amount referred to in Clause 1 of Schedule 1 and nine months of the superannuation contribution specified in Clause 2 of Schedule 1; or
    - (c) if, when termination occurs, less than one year remains of the term of this appointment, the lesser of the amounts calculated as follows:
      - (i) 50% of the amount referred to in Clause 1 of Schedule 1 and six months of the superannuation contribution specified in Clause 2 of Schedule 1; or
      - (ii) an amount equivalent to the remuneration and superannuation entitlements applicable to the unexpired portion of the term of the appointment.
  - 1.2 An amount equivalent to a severance payment payable to an employee in the Tasmanian State Service calculated in accordance with such guidelines for separation arrangements as may be approved by the Government and as are in force from time to time.

**Schedule 6B**

1. A payment which is the greater of the amounts calculated as follows:
  - (a) an amount equivalent to the remuneration and superannuation entitlements applicable to the unexpired portion of the term of the appointment; or
  - (b) an amount equivalent to a severance payment payable to an employee in the Tasmanian State Service calculated in accordance with such guidelines for separation arrangements as may be approved by the Government and as are in force from time to time.

**Schedule 6C**

- 1 The officer will be entitled to a salary maintenance allowance equivalent to the difference between the remuneration specified in Schedule 1 and the remuneration payable to the Officer during the period defined by Clause 2 of this Schedule.
- 2 The salary maintenance allowance referred to in Clause 1 of this Schedule is payable from the date of re-appointment as a permanent employee or appointment to another office under section 31 of the State Service Act 2000 (Tas) for the duration specified below calculated according to the number of years of continuous service during which the Officer was appointed as a head of agency:

<b>Number of completed years of continuous service as a head of agency</b>	<b>Duration of salary maintenance allowance</b>
Up to and including five years	Six months
Greater than five years up to and including ten years	Nine months

**ATT 2: Termination terms from Instrument of Appointment Template Senior Executive Service**

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**Schedule 5**

**Termination**

**Termination for Cause**

- 1. The Premier may terminate the Appointment at any time without notice if the Officer is found to have engaged in serious and wilful misconduct or if the Officer has abandoned the appointment.
- 2. The Premier may terminate the Appointment by giving notice of termination in writing or payment in lieu of such notice if:
  - (a) It is determined:
    - (i) in accordance with the process established for employees under section 48 of the *State Service Act 2000* that the Officer is unable to effectively and efficiently perform the Officer’s Duties; or
    - (ii) that the Officer has breached the Code of Conduct contained in the *State Service Act 2000* in circumstances in which a sanction of termination could or would be likely to be imposed for that breach; or
    - (iii) the Officer has not maintained a satisfactory standard of performance in accordance with the requirements of clause 4 of Schedule 3 of this instrument.
  - (b) It is necessary or desirable to do so having regard to the operational requirements of the Employer.
- 3. The Officer may terminate this appointment at any time by giving 14 days (or such shorter period as the Premier may accept) written notice.

**Notice Arrangements**

- 4. Where the appointment is terminated by the Premier upon the giving of notice, the period of such notice is to be calculated in accordance with the following:

(a)	<u>Period of Service</u>	<u>Period of Notice</u>
	From commencement and up to the completion of 3 years	2 weeks
	3 years and up to the completion of 5 years	3 weeks
	5 years and over	4 weeks

- (b) In addition to the period of notice specified in clause 4(i) an officer aged 45 years or older and who has 2 or more completed years of service is entitled to an additional week's notice.

## Schedule 6

### Severance benefits

1. In the event that the Appointment is terminated by the Premier prior to the expiry of the term of the appointment, or that an offer of a consecutive appointment is not made in accordance with the provisions of Schedule 4, the Employer will pay the applicable severance benefit in accordance with clause 3 of this Schedule. Payment of the severance benefit will only be made after receipt from the Officer of a signed deed of release in a form prepared by Crown Law whereby in consideration of payment of the severance benefit and any other accrued entitlements the Officer releases the Crown from any claim or liability arising out of the Officer's appointment (excluding any workers' compensation or like claim).
2. Notwithstanding anything contained in clause 1 of this Schedule the Officer is not entitled to a severance benefit as provided in Clause 3 of this Schedule if:
  - (a) the Appointment is terminated for any of the causes specified in Clause 1 or 2(a) of Schedule 5; or
  - (b) the Officer terminates the Appointment in accordance with Clause 3 of Schedule 5; or
  - (c) the Officer does not accept an offer of a consecutive appointment that overall comprises salary, allowances and benefits equal to those specified in this instrument and a term which is not less than 60% of the term of the appointment specified in this instrument.
3. For the purposes of this clause, the expression 'salary calculated at the relevant SES salary rate' means the approved rate of salary being paid to the Officer at the time of the termination of the Appointment (not including an allowance paid in lieu of a motor vehicle in respect of which the Officer has made an election under clause 4.2 of Schedule 2):
  - (a) Where the Officer was a permanent employee in the State Service immediately before accepting appointment as an Officer, but does not make the election provided by s 31(11) of the Act the Officer will receive a payment based on the greater of the following:
    - (i) One week's salary calculated at the relevant SES salary rate for every six whole weeks of the unexpired term of this appointment as at the date of termination of this appointment together with an amount equivalent to one week of the employer-funded superannuation contribution provided for in Clause 3 of Schedule 1 for each six whole weeks of the unexpired term of this appointment as at the date of termination of this appointment;

or

- (ii) A payment of four week's salary plus two week's salary for every completed year of continuous service as a State Service employee or Officer including pro rata for the final year of service up to a maximum of 48 weeks. The payment is to be calculated using the relevant SES salary rate.
- (b) Where the Officer was a permanent employee in the State Service immediately before accepting this appointment and makes the election provided by s 31(11) of the Act the Officer will receive a payment based on the greater of the following:
- (i) For every six whole weeks of the unexpired term of this appointment as at the date of the termination of this appointment, a sum equal to the difference between the weekly salary calculated at the relevant SES salary rate and the weekly salary payable to the Officer immediately upon the Officer being reappointed as a permanent employee in the State Service;

or

- (ii) A salary maintenance allowance being the difference between the salary payable to the Officer immediately upon being reappointed and the relevant SES salary rate from the date of re-appointment as a permanent employee according to the number of continuous years of service as an Officer as follows:
    - Up to 5 years: 3 months
    - 5 years to 10 years: 6 months
    - Greater than 10 years: 9 months
- (c) Where the Officer was not a permanent employee in the State Service immediately before accepting this appointment the Officer will receive a payment based on the greater of the following:
- (i) One week's salary calculated at the relevant SES salary rate for every six whole weeks of the unexpired term of this appointment as at the date of the termination of this appointment together with an amount equivalent to one week of the employer-funded superannuation contribution provided for in Clause 3 of Schedule 1 for each six whole weeks of the unexpired term of the Appointment as at the date of termination of the Appointment;

or

- (ii) A payment of four week's salary plus two week's salary for every completed year of continuous service in the State Service including pro rata for the final year of service up to a maximum of 48 weeks. The payment is to be calculated using the relevant SES salary rate.

5. The Officer may be eligible for superannuation benefits payable on severance in accordance with any relevant provisions of the *Retirement Benefits Act 1993*, the *Public Sector Superannuation Reform Act 2016*, the Retirement Benefits Fund Tasmanian Accumulation Scheme Trust Deed or (if applicable) relevant arrangements governing another superannuation fund of which he/she is a member.