

Further Written Submission
House of Assembly Select Committee on Caretaker Conventions

Submitted by Sharee Minnikin-Smith

14 September 2026

Purpose of this further submission

I provide this further submission following the Committee's request for material supporting my earlier evidence. It accompanies my updated chronology and Attachments A to G. It clarifies my formal appointment, the work I was directed to perform during the 2024 election period, the distinction between employment and voluntary activity, and the employment events that followed my workplace injury.

The chronology contains the detailed sequence of messages, work locations, hours and travel. I do not repeat every entry here. This submission identifies the main matters that I respectfully ask the Committee to consider.

Clarification of my formal appointment

My instrument of appointment, commencing on 13 November 2023, appointed me as an Adviser in the Office of the Leader of the Government in the Legislative Council, Leonie Hiscutt MLC. I performed duties for that office for approximately two weeks. After that period, although my formal appointment remained with that office until 10 April 2024, the messages record substantial day-to-day directions from Ms Jane Howlett.

When the House of Assembly election was called, I was not instructed to return to the Legislative Council office. I instead continued undertaking work at Ms Howlett's direction. I was not given a written variation explaining that arrangement or clearly identifying who held formal responsibility for supervising and directing my work.

An instrument of appointment records my appointment as an Adviser in Ms Howlett's office commencing on 11 April 2024. The supporting records indicate that the instrument was re-sent and signed on 3 June 2024. The timing and operation of these instruments are relevant to understanding the difference between my formal appointment and the practical reporting arrangements shown in the messages.

Directions and election-related activity

The messages record recurring instructions from Ms Howlett concerning diary and email access, stakeholder contact, door-knocking, social-media material, community events, travel and campaign-related activity. They also record me reporting completed work and seeking approval or further direction. These exchanges were not confined to isolated occasions.

Where the chronology refers to activity involving other candidates or community members, I include it only because it forms part of the duties Ms Howlett instructed me to perform. I do not suggest that those other people knew about my formal employment or reporting arrangements, and I make no allegation against them.

Liberal Party membership and volunteering

I wish to clarify the suggestion that this work was voluntary because I was a Liberal Party member. I acknowledge that I was a Liberal Party member and that I have volunteered for the Party, as I have volunteered for many community and charitable organisations. That does not mean I understood that every task Ms Howlett directed me to perform while I was a paid parliamentary employee was voluntary work.

I was not given clear guidance identifying which requests, if any, were voluntary campaign activity rather than duties connected with my employment. Nor was I told when I was acting as an employee and when I was supposedly acting as a volunteer. My evidence raises the absence of a clearly communicated distinction as a central issue.

Hours, workload, and travel

The chronology documents work undertaken early in the morning, through the day, late at night and on weekends, together with extensive travel throughout the Lyons electorate. On nine specified dates alone, the records indicate approximately 106 hours of activity and distance estimates totalling approximately 2,220 kilometres. From 13 to 15 March 2024, the chronology records approximately 42 hours and 812 kilometres over three consecutive days. These are documented examples and do not represent the total hours or travel during my employment.

I worked hard and tried to complete every task asked of me. I understood that I was performing my job and following directions given to me as a publicly funded employee. I acknowledge that Ms Howlett works hard and maintains a demanding schedule. However, the evidence raises an important question about whether it was reasonable or safe to expect an employee to sustain the same level of demand and pressure without clear boundaries and adequate support.

Workplace injury and employment outcome

On 1 May 2024, while travelling to Agfest for work purposes, I fell and broke my arm in three places and sustained significant shoulder injuries. I commenced workers' compensation leave. The chronology records that work-related contact continued during this period.

Following the injury, I underwent physical rehabilitation. During the months that followed, I also received psychological treatment in relation to the distress I was experiencing. The treatment costs were initially covered. I lodged a separate psychological workers' compensation claim on 16 January 2025, which was subsequently denied.

In communications with management, I explained that, following my injury and the pressure of the working arrangement, I did not believe I could continue taking instructions from Ms Howlett or meet her demanding schedule. Following discussions about my working arrangement, I recall being instructed to resign.

At 12:40 pm on 27 May 2024, I emailed DPAC Recruitment and management stating that I would not be able to accept the position as an Adviser to Minister Jane Howlett and that I formally resigned as of that day. My understanding from management was that another position would be sought for me.

I subsequently received a telephone call from Human Resources advising that I would receive my final payslip and that my employment was ending. I was later advised to retract my resignation because its consequences were not what I had understood or intended. I retracted it, and my employment was subsequently reinstated under a different instrument. I have retained the relevant emails.

From 3 July 2024, I was formally appointed as an Electorate Officer for Mark Shelton MP while continuing to work physically from Ms Howlett's electorate office in Sorell. This later arrangement provides further context concerning the difference between the office named in an instrument of appointment and the location and reporting arrangements operating in practice.

Why I am asking for clarification

I cannot know the intention behind decisions concerning my appointment. However, the sequence recorded in the documents raises a legitimate question about why I was formally appointed to one office while being directed to perform substantial work for another person, including election-related activity, and what should have occurred under my original instrument during the election period. I ask the Committee to examine that question on the evidence rather than accept my interpretation alone.

I do not always show outwardly the full extent of the distress I am experiencing. I tend to keep working, meet expectations and try not to let people down, even when I am under significant pressure. After raising my concerns through the channels available to me, I expected greater understanding, clearer support, and a safer response.

Matters for the Committee's consideration

The updated chronology provides further evidence relevant to the questions raised in my earlier submission. I respectfully ask the Committee to consider:

1. Who initiated and authorised my appointment to Ministerial and Parliamentary Services in November 2023, and what was the intended purpose of that appointment?
2. What position description or statement of duties applied to me?
3. Who was I formally required to report to, and who held authority to direct and supervise my day-to-day work between 13 November 2023 and 10 April 2024?
4. If I was appointed to the Office of the Leader of the Government in the Legislative Council, on what basis was I undertaking substantial work at the direction of Ms Howlett before my formal appointment to her office commenced on 11 April 2024?
5. Was the practical reporting arrangement consistent with my instrument of appointment, and should any variation or alternative reporting arrangement have been formally documented?
6. Why was I not instructed to return to the Office of the Leader of the Government in the Legislative Council when the election was called or after the election concluded and Parliament resumed?
7. Were the campaign-related activities recorded in the chronology consistent with the position for which I was being paid through Ministerial and Parliamentary Services, and were those activities appropriately distinguished from voluntary campaign work?
8. Are there appointment records, emails, approvals or other documents explaining how this employment arrangement was established and intended to operate?
9. What safeguards, guidance and independent advice should be available to parliamentary staff who are uncertain about directions during an election period?
10. Were appropriate support and employment-management processes provided following my workplace injury and after I raised concerns about the working arrangement?

Material provided

- Updated Chronology of Text Messages and Employment Evidence.

- Attachments A to G referred to in the Chronology, including relevant messages, employment communications, instruments of appointment and workers' compensation records.

Conclusion

It has been deeply distressing to reconstruct the hours, travel and pressure of this period and to understand how unclear my employment arrangements were. I remain extremely disappointed by the way my hard work and commitment were ultimately treated.

I hope this evidence assists the Committee in considering clearer appointment and reporting arrangements, a properly understood separation between publicly funded work and election campaigning, and a safe process through which staff can question directions or request support without placing their employment or wellbeing at risk.

Yours sincerely,

Sharee Minnikin-Smith

14 September 2026

Updated Chronology of Text Messages and Employment Evidence

Sharee Minnikin-Smith – Parliamentary employment and directions from Ms Jane Howlett

Purpose

This chronology organises text messages and employment records supplied by Sharee Minnikin-Smith relating to parliamentary employment, work performed during the 2024 election period and subsequent employment events.

It distinguishes directions from Ms Howlett, reports of completed work, campaign-related activity, work locations, travel and employment records. Quoted messages are reproduced as written, including their original spelling, grammar and punctuation.

Employment Context

- From 13 November 2023 to 10 April 2024, Sharee was formally appointed as an Adviser in the Office of the Leader of the Government in the Legislative Council, Leonie Hiscutt MLC.
- An instrument of appointment records Sharee's appointment as an Adviser in Ms Jane Howlett's office commencing on 11 April 2024. The chronology records that this instrument was re-sent and signed on 3 June 2024.
- From 3 July 2024, Sharee was formally appointed as an Electorate Officer for Mark Shelton MP while continuing to work physically from Ms Howlett's electorate office in Sorell.

Scope of the Chronology

The hours and travel recorded in this chronology are based on identified dates and available records. On nine specified dates, the records indicate approximately 106 hours of activity and approximately 2,220 kilometres of travel. From 13 to 15 March 2024, the chronology records approximately 42 hours and 812 kilometres over three consecutive days. These are documented examples and do not represent the total hours or travel undertaken during the employment period.

Some later employment events include Sharee's recollection of telephone conversations. Those entries should be read together with the instruments of appointment, emails, workers' compensation documents and other supporting material contained in Attachments A to G.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Monday 13 November 2023 [Attachment C].	Instrument of Appointment.	To the position of Adviser in the Office of the Leader of the Government in the Legislative Council.	Signed on 8 Dec 2023.
Tuesday 14 November 2023, 7:00 am [Attachment A]	Ms Howlett: "Did your computer work at Sorell x"	Evidence of my computer set-up at/for the (former) Office of Jane Howlett MLC, Sorell	Parliament House.
Thursday 16 November 2023, 9:37 am [Attachment A]	Ms Howlett: "Many more to go?" Sharee: "Heaps I will do some more late this arvo when I finish doing work for the Leader".	Direct instructions to prepare database/invitations for the Southern Midlands Regional Cabinet.	Parliament House.
Monday 20 November 2023, 7:59 am [Attachment A]	Ms Howlett: "Can you access my diary?" Sharee: "No I don't know how to access it". Ms Howlett: "Call IT and ask them to set it up for you". Sharee: "IT said you need to send the help desk a request for me to access it and if you want me to also add to it". Ms Howlett: "Emailing them now". Ms Howlett: "You're capturing only Southern Midlands Council? For Regional? Cabinet". Ms Howlett: "Perfect if you can call them and ask for names and emails".	Direct instructions to access the (former) Hon Jane Howlett MLC diary. Evidence of instructions for database/invitations for the Southern Midlands Regional Cabinet list.	Parliament House.
Monday 20 November 2023, 7:59 am [Attachment A]	Ms Howlett: "Your probably having your first normal day at work today, did u drop the kids off?" Ms Howlett: "Can you access my emails". Sharee: "Yes". "Did you want me to look at something".	Evidence of working at/for the (former) Office of Jane Howlett MLC, Sorell.	(former) Office of Jane Howlett MLC.
Wednesday 22 November 2023, 11:08 am	Ms Howlett: "How's it going with the list". Sharee: "19 emails so far still going".	Evidence of working at/for the (former) Office of Jane Howlett MLC, Sorell.	Parliament House.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
[Attachment A]			
Thursday 23 November 2023, 2:36 pm [Attachment A]	Sharee: "Sarah Jane from Port Arthur wants to meet with you but only has morning on the Friday 1 st December (you are at the council at 10am) or Thursday 7 th December she has most of the day". Ms Howlett: "May need to schedule for January". Sharee: "Ok I will let her know".	Direct instructions to schedule a meeting.	(former) Office of Jane Howlett MLC.
Thursday 23 November 2023, 2:36 pm [Attachment A]	Ms Howlett: "Hi there, I'm just pulling the final agenda together. On Monday night 5.30 pm to 7.00 pm and then the private dinner afterwards. On Tuesday 12.15pm media conference and then 1pm to 2.30 pm for Joint Regional Cabinet meeting – final agenda and briefing material to you shortly". Ms Howlett: "From Carol we can't organise anything for Tuesday as we have stuff on in Oatlands's". Ms Howlett: "Yes I have looked at diary and nothing available until 18 th December". "What day are you leaving early with Alice". Sharee: "On Thursday have to be there 3:30pm". Ms Howlett: "What date". "Thursday 30 th ?" Sharee: "Yes". Ms Howlett: "Can you change it to 4 as well be coming back from Triabunna I'll call you when I'm out of meetings".	Evidence of working at/for the (former) Office of Jane Howlett MLC, Sorell on direct instructions for Southern Midlands Regional Cabinet agenda.	(former) Office of Jane Howlett MLC.
Friday 24 November 2023, 2:55	Ms Howlett: "How's everything going today? Many more	Direct instruction to prepare/publish social-media material; work activity recorded at the time.	(former) Office of Jane Howlett MLC.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
pm [Attachment A]	RSVP's Do we have a Facebook pic for this afternoon?		
Sunday 26 November 2023, 2:18 pm [Attachment A]	Ms Howlett: "Password has been changed to [password redacted] If you can't access email". Sharee: "Thanks". Ms Howlett: "Any rsvp's". Sharee: "No not in my emails".	Evidence of working and answering requests on a weekend.	Home.
Monday 27 November 2023, 9:31 am [Attachment A]	Ms Howlett: "I can't see email from Callington". Sharee: "I have resent it to you". Ms Howlett: 'Any more rsmps'. Sharee: "Jonny just adding them". Ms Howlett: "How many more". Sharee: "113 That's RSVP's".	Evidence of working at/for the (former) Office of Jane Howlett MLC, Sorell.	(former) Office of Jane Howlett MLC.
Monday 27 November 2023, 1:10 pm [Attachment A]	Ms Howlett: "I'll meet you both in Oatlands at 4pm for coffee before RSL I'll drive all good". Sharee: "Sounds good".	Direct instruction to meet before driving to Southern Midlands Council Regional Cabinet; work activity recorded at the time	(former) Office of Jane Howlett MLC.
Tuesday 28 November 2023 [Attachment A]	Southern Midlands Council Regional Cabinet Ms Howlett sent a text message the day before, suggesting to meet in Oatlands for a coffee before the regional cabinet event at the RSL.	Refer to Facebook post  "More investment in regional healthcare! Today I joined Minister for Health Guy Barnett and Mark Shelton in Oatlands to announce that the Rockliff Liberal Government will invest \$3.5 million to deliver a new eight-bed residential aged care wing at the Midlands Multi-Purpose Health Centre. This exciting redevelopment will comprise of eight bedrooms with ensuites, and modern supporting amenities including a drug store, team room and nurse's station. The redevelopment will improve facilities for patients and staff, improve patient safety, support the delivery of high-quality patient care, and help meet future demand for health services in the area. Construction is due to commence in mid-January 2024. #prosser "	Dunalley-Sorell-Oatlands-Dunalley.
Wednesday 29 November 2023, 8:39 am [Attachment A]	Ms Howlett: "I'm running late call you when I leave Hobart". Sharee: "Ok" (Maps Address, Campania). Ms Howlett: "Cool can you please put on diary". Sharee: "All done".	Direct instruction to meet in Campania; work activity recorded at the time 	PROSSER CANDIDATE Campania Door Knocking.
Wednesday	Sharee: "I have done	Reference recorded at the time to attending work and undertaking	PROSSER

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
29 November 2023, 11:11 am [Attachment A]	Union St and turning into Lee street". (Oatlands)	scheduled door knocking duties.	CANDIDATE Southern Midlands Regional Cabinet-Oatlands.
Wednesday 29 November 2023, 7:07 pm [Attachment A]	Ms Howlett: "Can you post the above photo". Sharee: "Done". Ms Howlett: "Thank you I just added tags". Sharee: "It's a lovely photo". Ms Howlett: "Thank you did you do LinkedIn and twitter?". Sharee: "I don't know how to do that you would have to give me your sign in details". Ms Howlett: "Done I'll share with you tomorrow thank you".	Direct instruction to prepare/publish social-media material; work activity recorded at the time. Left home at approximately 8:00 am, then to (former) Office of Jane Howlett MLC, Sorell, Campania, Oatlands, and returned home at approximately 10:00 pm. (12 hrs)	PROSSER CANDIDATE Southern Midlands Regional Cabinet-Oatlands. Dunalley-Sorell-Campania-Oatlands-Dunalley. 197 kms 2 hrs 31 min
Monday 4 December 2023, 6:58 pm [Attachment A]	Sharee: "Are you happy with this? When it is posted you will be able to see all the photo. Do you want hash tags". "Or do you prefer this layout?"	Direct instruction to prepare/publish social-media material; work activity recorded at the time.	Home.
Monday 4 December 2023, 8:31 pm [Attachment A]	Ms Howlett: "I can't see post". Sharee: "You should now".	Direct instruction to prepare/publish social-media material; work activity recorded at the time.	PROSSER CANDIDATE Home.
Thursday 7 December 2023 [Attachment A]	Mel Shell Oysters Facebook post	Refer to Facebook post  If you're looking for some special seafood for Christmas lunch why not check out Melshell Oysters at Dolphin Sands. Melshell specialise in breeding rare Golden Oysters that are described as "soft, buttery and gentle" compared to the regular Pacific Oyster. It was great to recently catch up with Cassie at Melshell and to sample some of their delicious produce with Glamorgan Spring Bay Councillor Neil Edwards . #tasmania #prosser #oysters #tourism #greateasterndrive	PROSSER CANDIDATE Dolphin Sands.
Friday 8 December 2023	Door Knocking	Sorell residents. 	PROSSER CANDIDATE Sorell Door Knocking.
Sunday 10 December	Campania Market	Attended the Campania Market with the (former) Jane Howlett MLC.	PROSSER CANDIDATE

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
2023			Campania
Monday 11 December 2023	Dodges Ferry Football Club Facebook post	Refer to Facebook post  What a cracker of a day for our first 'Meet the Coach' youth session at <u>Dodges Ferry Sharks Football Club!</u> 🍌 Huge thanks to the Dodges Ferry players for lending a hand in the kick session and our fantastic committee members for firing up the BBQ. 🍌 Looking forward to next week at Pembroke Park, same time, same fun! <u>#CommunitySpirit #YouthFootball #TeamWork</u> <u>STJFL Southern Tasmanian Junior Football League</u> <u>Jane Howlett - Liberal Member for Prosser</u> <u>Wicked Workwear Pty Ltd</u>	PROSSER CANDIDATE Dodges Ferry.
Tuesday 12 December 2023, 4:46 pm [Attachment A]	Sharee: "Back in the office I have put the sign out as I will open until 6.30 pm" Ms Howlett: "Just ask Johnny if there is any emails to lighten his load".	Evidence of working out of the Sorell office and returning to the Sorell office.	PROSSER CANDIDATE Out in the electorate, then returned to the office to present school awards
Tuesday 12 December 2023, 9:26 pm [Attachment A]	Sharee: "Not long got home. I presented an award on behalf of Guy Barnett and Mark Shelton as well as yours". Ms Howlett: "Awesome thank you".	Evidence of attending work on behalf of (former) Jane Howlett MLC, Sorell.	Sorell-School Awards Event
Wednesday 13 December 2023	Santa Facebook post	Refer to Facebook post  Get along and see Santa @Gateway Shopping Centre, Sorell 🌲 🍌 Santa will be waiting 🍌 Wednesday 13th December 11am - 4pm 🍌 Thursday 14th December 11am - 4pm 🍌 Friday 15th December 10:30am - 3:30pm 🍌 Wednesday 20th December 10:30am - 3:30pm 🍌 Thursday 21st December 11am - 4pm 🍌 Friday 22nd December 10:30am - 3:30pm *last day for photos* 🍌 Saturday 23rd December 12:30pm - 3:30pm <u>#santa #santaphotos #gatewayshoppingcentre #sorelltas</u> <u>#christmas2023 #prosser</u>	PROSSER CANDIDATE (former) Office of Jane Howlett MLC.
Thursday 14 December 2023, 12:42 pm [Attachment A]	Sharee: "Am going to Bicheno Tuesday?" Ms Howlett: "Yes ok but need you to come to Ross with me". "First".	Direct instruction to drive to Ross; work activity recorded at the time.	PROSSER CANDIDATE Kempton.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Thursday 14 Dec 2023, 2:24 pm [Attachment A]	Sharee: "Just leaving Kempton I will head back to the office".	Evidence of working at/for the (former) Office of Jane Howlett MLC, Sorell.	PROSSER CANDIDATE Kempton.
Thursday 14 December 2023, 4:40 pm [Attachment A]	Sharee: "We are coming over the bridge". Ms Howlett: "Leaving in 5 to come get you" Ms Howlett: "Here".	Evidence recorded at the time of travel from Kempton and coordination with Ms Howlett between scheduled duties.	PROSSER CANDIDATE Kempton.
Friday 15 December 2023	Mum's & Me Café Tea Tree Hall 200-year Anniversary & Christmas party	Refer to Facebook post  Fantastic Christmas celebration at the <u>Tea Tree Community Hall</u> . Wonderful to see so many passionate members of the community in attendance, was also great to see Santa down from the North Pole early 🥰 <u>#prosser</u> Work activity recorded at the time	PROSSER CANDIDATE Little Swanport Tea Tree.
Sunday 17 December 2023, 9:41 am [Attachment A]	Ms Howlett: "Hey hon any chance you could post Swansea Xmas parade yesterday hundreds gathered wonderful event please thank volunteers". Sharee: "Will do".	Direct instruction to prepare/publish social-media material; work activity recorded at the time.	PROSSER CANDIDATE Home.
Tuesday 19 December 2023, 4:10 pm [Attachment A]	Colebrook Roadhouse Ross Men's Shed Sharee: "Back in the office".	Reference recorded at the time of returning to the office. Travelled from Sorell office – Colebrook - Kempton – Ross – back to Sorell office.	PROSSER CANDIDATE Kempton Primary School Awards- Colebrook- Ross.
Wednesday 20 December 2023, 4:37 pm [Attachment A]	Ms Howlett: "If you could do a post with these 3 schools this afternoon that would be great and Johnny will do a post tomorrow." Sharee: "I am walking over now. Just loaded the boxes in the car."	Refer to Facebook post  It was great to be back at my grassroots <u>Campania District School</u> 🏡 to give back and support the children of our future 🧡 I am proud and amazed with the outstanding community spirit and the great work of the students this year. Congratulations to all on receiving their awards 🏆 Thank you for having me and I looking forward to hearing all about the student's achievements in 2024! <u>#campania #schoolawards #prosser</u> Direct instruction to prepare/publish social-media material; work activity recorded at the time.	PROSSER CANDIDATE Attended Dodges Ferry School Awards on behalf of (former) Jane Howlett MLC. (former) Jane Howlett MLC attended Campania District School Awards.
Thursday 21 December 2023, 7:49 am [Attachment A]	Sharee: "On my way to work I am going to make an early start before I head to Swansea at 11:30am."	Reference recorded at the time for attending work and undertaking scheduled duties. Travelled from Sorell office – Swansea – Sorell office.	PROSSER CANDIDATE Swansea.
Friday 22	Dunalley Primary	Refer to Facebook post	PROSSER

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
December 2023	School – Facebook post	 A successful school not only has great teachers and dedicated students but also amazing educational professional administration staff. Melinda has worked tirelessly for over just shy of three decades at Dunalley Primary School Community 🏡 I would like to congratulate Melinda on her commitment and enthusiasm to the teachers, children and community over the years 🌟 Congratulations to all the students on their awards 🏆 Wishing you all a Merry Christmas 🎄 and Happy New Year ❤️🧡	CANDIDATE Dunalley.
Thursday 4 January 2024, 6:08 pm [Attachment A]	Ms Howlett: "Are you ok?" Sharee: "Yes just putting up Facebook post and then leaving the office." Sharee later asks: "Are you happy with this?" Ms Howlett responds with a thumbs-up. [screenshot] Ms Howlett: "Would have been nice to have said we hope the event has been successful and we've had excellent feedback from people who have been". [photo] Ms Howlett: "Would have been nice to have mentioned that unfortunately I can't attend due to my election campaign commitments. Also Jo is a Minister so please always address as Minister Palmer". Sharee: "Thank you and please correct me when you need I so want to make sure I do my job well".	Evidence recorded at the time of social-media work from the office and seeking approval for work product. Potentially significant supervisor-like exchange: Sharee expressly refers to "my job"; Ms Howlett discusses standards, learning and performance and election campaign commitments.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell.
Sunday 7 January 2024	Travelled to Bicheno	Planning for Monday meetings on the East Coast	PROSSER CANDIDATE Bicheno.
Monday 8 January 2024, 7:49 am [Attachment A]	[Screenshot] Ms Howlett: "I think this is in Prosser if so we should check it out". Bicheno & Coles Bay meetings	Planning direction linking to visiting a business.	PROSSER CANDIDATE Bicheno-Coles Bay.
Friday 12 January 2024, 10:03	Ms Howlett: "Please call Simon and arrange for a meeting	Direct instructions to contact a stakeholder and arrange/invite to an official event.	PROSSER CANDIDATE (former) Office

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
am [Attachment A]	in Feb. Talk to him and invite him to regional cabinet."		of Jane Howlett MLC, Sorell.
Wednesday 17 January 2024, 5:56 pm [Attachment A]	Ms Howlett: "Could you please share my post later." Sharee: "Will do x."	Direct social-media instruction.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell.
Wednesday 24 January 2024 (time to be verified) [Attachment A] pg7	Ms Howlett: "It's important for you and Johnny to have a forward planning meeting, at the beginning of the month look at the entire month. Also really important to lock in door knocking days." Sharee discusses attending an awards ceremony to represent Ms Howlett; Ms Howlett says it would be good for her to go.	Planning direction linking monthly forward planning with door-knocking; also direction/approval for representation at an event. Attended Australia Day Awards at Sorell Memorial Hall on behalf of (former) Jane Howlett MLC.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell. Evening Event-Sorell.
Friday 26 January 2024, 8:13 am [Attachment A]	Ms Howlett asks Sharee to call Patrick from the media office, obtain ABC and Southern Cross contact details, and pass details to Liam. Sharee reports Patrick did not answer and she sent him a message.	Direct instruction involving media contacts and liaison.	PROSSER CANDIDATE Attended Australia Day Events on behalf of (former) Jane Howlett MLC.
Friday 26 January 2024, 1:43 pm [Attachment A]	Sharee: "Post it up now the reception is very slow". Howlett: "Thank you".	Reference recorded at the time to attend work for Australia Day commitment on behalf of (former) Jane Howlett MLC and undertake scheduled duties.	PROSSER CANDIDATE Attended Australia Day Events on behalf of (former) Jane Howlett MLC.
Tuesday 30 January 2024, 1:03 pm [Attachment A]	Sharee: "Simon said Friday at 11am at our office suits him better he can't make tomorrow, he has something on". Ms Howlett: "Ok".	Direct diary/meeting coordination.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell.
Tuesday 30 January 2024, 2:16 pm [Attachment A]	Sharee: "Are you happy with this?". Ms Howlett: "Yes". Sharee: "We have 67 acceptances without PLPs". "We have put them	Evidence of preparing social-media material and administrative work involving acceptances, a spreadsheet and material for printing.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	on a spreadsheet of their own so I only have to copy and send off to the printer".		
Friday 2 February 2024, 3:36 pm [Attachment A]	A message forwarded to Ms Howlett confirms Patrick Barrie can attend a Swansea function. Subsequent messages on 3 Feb show Sharee and Ms Howlett coordinating at the bakery.	Stakeholder/event coordination.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell.
Saturday 3 February 2024, 12:18 pm [Attachment A]	Sharee: "We are at the bakery". Ms Howlett: "Coming".	Reference recorded at the time to meet at the bakery before door knocking.	PROSSER CANDIDATE Brighton-Door Knocking.
Saturday 3 February 2024, 4:12 pm [Attachment A]	Ms Howlett: "Please don't let me forget you mind drop in Monday and see what they want". Sharee: "Yes of course".	Reference recorded at the time to call into a business.	PROSSER CANDIDATE Brighton-Door Knocking.
Wednesday 7 February 2024	Office work until attending the Sorell Business Association meeting.	Refer to Facebook post  It was a wonderful evening at Carlton Park Surf Life Saving Club for the Sorell Business Association Pop-up Event. It was good to hear the roundtable discussions from local businesses and speak to Andrew Hyatt from Business and Employment Southeast Tasmania Inc. Mayor Kerry Vincent and Deputy Mayor Charles Wooley. Thank you for inviting me along Sorell Business Association and to all who attended. Look forward to seeing you all and more businesses on the 10th April 2024. Larkins Tech Campbell Conveyancing Darling Domestiks Rock & Mow Garden Services Southern Horizons Property Rural Solutions Tasmania Spirit of Coal Valley B.D. Joinery & Construction #SmallBusinesses #prosser #supportinglocalbusiness	PROSSER CANDIDATE Sorell-Carlton.
Tuesday 13 February 2024, 5:08 pm [Attachment A]	Ms Howlett: "Can you call Marks Nicole and see when I'm meeting him tomorrow." Sharee reports she is waiting to hear back.	Direct diary/meeting coordination instruction.	PROSSER CANDIDATE (former) Office of Jane Howlett MLC, Sorell.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Wednesday 14 February 2024, 8:59 am [Attachment A]	Sharee: "would you like me to get you a takeaway coffee"	Context showing day-to-day working relationship; not relied upon as proof of formal duties. Refer to Facebook post:  Oatlands!! After a great day so far for walking, I have made it to Oatlands where I'll stop for a rest and rehydrate before I set out again. Thanks to Jane Howlett - Liberal Member for Prosser and Fergus Morrison for being my welcome crew and for walking through Oatlands with me. Doing what I love for St.Giles	PROSSER CANDIDATE Oatlands.
Friday 16 February 2024	Jane Howlett MLC announces preselection for the Lower House.	Contextual date marking Ms Howlett's announced preselection for the House of Assembly; relevant to the timing of the campaign-related directions that followed.	LYONS PRE-SELECTION Ms Howlett resigned from the Upper House.
Saturday 17 February 2024	Public announcement of Jane Howlett seeking preselection to join the Liberal team in Lyons.	Refer to Facebook post  Today I announced that I will be seeking preselection to join the Liberal team in Lyons. Tasmania needs certainty and stability and I will be running to help secure the re-election of a majority Rockliff Liberal Government so we can take action on the issues affecting you right now. I believe my record of achievement, particularly in the southern parts of Lyons, will help the Liberal team to win four seats in the electorate. It has been an honour and a privilege to represent the people of Prosser since 2018 and the good news is, the electorate of Prosser is fully incorporated within the electorate of Lyons, so I will always continue to be your voice and in Parliament.	LYONS PRE-SELECTION Ms Howlett resigned from the Upper House.
Sunday 18 February 2024, 7:08 pm [Attachment A]	Ms Howlett asks whether Sharee is meeting her at Brighton bakery at 8:15 the next morning; Sharee confirms. Ms Howlett: "Are you meeting me at Brighton bakery at 8:15 in the morning". Sharee: "Yes I will meet you there". Sorell Football Club Facebook post	Work scheduling/coordination. Refer to Facebook post  "🎉 What an incredible turnout today at our Come & Try/Registration Day! 🙌 Thank you to everyone who joined us – whether you're a new face or a returning member, we're thrilled to have you! 😓 Got questions? Don't hesitate to reach out! We're here to help. Link to register  https://www.playhq.com/.../south-east-giants-jfc.../413fdf9e Let's make this season one to remember! 🙌 #SEJFC #JuniorFootball #CommunityStrong Dodges Ferry Sharks Football Club Sorell Football Club STJFL Southern Tasmanian Junior Football League Jane Howlett - Liberal Member for Prosser	LYONS PRE-SELECTION Brighton Bakery (meeting arranged). Sorell.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
		<u>Wicked Workwear Pty Ltd</u>	
Monday 19 February 2024 [Attachment A]	Sharee met Ms Howlett at Brighton Bakery at 8:15 am, as arranged in the messages sent the previous evening.	Evidence recorded at the time of work-related travel and a scheduled meeting with Ms Howlett at Brighton Bakery.	LYONS CANDIDATE Brighton Oatlands.
Tuesday 20 February 2024, 11:23 am [Attachment A]	Ms Howlett asks Sharee to call Melissa regarding an attached matter, and asks Sharee to change an appointment to 9 am Thursday or otherwise the following week. Sharee: "Will do."	Direct instruction to make calls and alter diary/appointment arrangements.	LYONS CANDIDATE
Tuesday 20 February 2024, 2:19 pm [Attachment A]	Ms Howlett: "Can you both please focus on getting everything done"	Campaign/employment context. The screenshot is incomplete, so no conclusion is drawn from the unfinished message.	LYONS CANDIDATE
Wednesday 21 February 2024	COVID	Contextual record that Sharee was unwell during the campaign period; not relied upon by itself as evidence of a direction from Ms Howlett.	LYONS CANDIDATE Home.
Thursday 22 Feb 2024	COVID	Contextual record that Sharee was unwell during the campaign period; not relied upon by itself as evidence of a direction from Ms Howlett.	LYONS CANDIDATE Home.
Friday 23 Feb 2024, 3:52 pm [Attachment A]	Sharee: "I missed a call from Mark." Ms Howlett: "Unfortunately they get political in a campaign." Later Ms Howlett sends an image and says "Shake it off."	Explicit campaign context.	LYONS CANDIDATE
Saturday 24 February 2024, 10:57 am [Attachment A]	Ms Howlett, "Do you know what my password is?". Sharee: "[password redacted] is the email password. Ms Howlett: "Won't work".	Evidence of access to and assistance with Ms Howlett's email account; supports the day-to-day administrative working relationship.	LYONS CANDIDATE
Sunday 25 February 2024, 8:29 pm [Attachment A]	Ms Howlett: "27 days left of campaign". Sharee: "night x". Ms Howlett: "We have to do everything to keep our jobs x." Sharee: "100%".	Important statement recorded at the time explicitly linking campaign activity and job security.	LYONS CANDIDATE
Monday 26 February 2024 [Attachment A]	Bunch Cafe Millions Lark Distillery Event	Travelled from Dunalley at approximately 7:30 am to Oatlands, Carrick, Pontville and then home at approximately 9:30 pm	LYONS CANDIDATE Oatlands-Carrick-Pontville.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Monday 26 February 2024, 8:06 pm [Attachment A]	A visit is confirmed for Thursday at 10 am at Greenbanks Road, Bridgewater. Ms Howlett: "Please send to Anthony Tomorrow."	Direct instruction to forward visit details.	LYONS CANDIDATE
Monday 26 February 2024, 9:43 pm [Attachment A]	[Image] Ms Howlett: "Please tag Guy Mark Justin Richard Hallett". Sharee: "Will do".	After-hours social-media direction.	LYONS CANDIDATE
Tuesday 27 February 2024, 3:03 pm and later 7:55 pm [Attachment A]	Ms Howlett sends a contact card and asks Sharee to send details to an email; later: "Please put these details in your diary so I don't lose it" and "Can you please get some people to share pool post x."	Diary/administrative instruction and direct request to organise sharing of social-media content.	LYONS CANDIDATE
Thursday 29 February 2024	Greenbanks Tasmanian Whisky Co. Sorell Football Club	Meeting arranged (refer to 26 Feb 2024, 8:06 pm text message). Refer to Facebook post	LYONS CANDIDATE Bridgewater.
Friday 1 March 2024, 9:07 pm [Attachment A]	Ms Howlett sends two screenshots and asks: "Can you please share".	After-hours social-media direction.	LYONS CANDIDATE
Saturday 2 March 2024, 5:56 pm / 8:02 pm [Attachment A]	Women's South East Suns Football Mitre 10 Sorell Sausage Sizzle. Brighton Robins Lightning Premiership 6 pm Ms Howlett: "Don't post brighton until we speak later x." Later: "Can you please tag brighton Robbin's football club in post that went up". Sharee: "Done."	Refer to Facebook post After-hours work Direct editorial control/instruction over timing and tagging of a post.	LYONS CANDIDATE Sorell. LYONS CANDIDATE Brighton.
5 March 2024, 1:15–2:19 pm [Attachment A]	Sharee: "In Carol's office about to put through a couple of Tasman's PDF's." Later: "I am leaving Exec building I will head to Sorell. I can do Submissions in between time."	Evidence recorded at the time of parliamentary-office work, documents/submissions and travel between duties.	LYONS CANDIDATE Hobart / Sorell.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
6 March 2024 [Attachment A]	Door knocking followed by attending football teams' training.	Refer to Facebook post  What a fantastic evening at junior training tonight! 🌟 A big shoutout to all our young champs for their incredible effort and enthusiasm on the field. 🍌🍌 Keep up the amazing work, everyone! 🙌 #SEJFC #JuniorTraining #TeamSpirit #FutureChampions <u>Dodges Ferry Sharks Football Club</u> <u>Sorell Football Club</u> <u>STJFL Southern Tasmanian Junior Football League</u> <u>Jane Howlett</u> <u>Wicked Workwear Pty Ltd</u>	LYONS CANDIDATE Dodges Ferry.
Friday 8 March 2024 [Attachment A]	Stall – Terry White Pharmacy Sorell Women's Day – Pembroke Park Women's Day – Oatlands Glover's Prize - Evandale	Left home around 8:00 am, travelled to Sorell, then to Oatlands, and then to Evandale, and returned home at approximately 11:00 pm. (15 hrs)	LYONS CANDIDATE Dunalley-Sorell-Oatlands-Evandale-Dunalley. 395 kms 4 hrs 36 min travel time
Saturday 9 March 2024 [Attachment A]	Dodges Ferry Football Team vs Woodsdale Football Team	Football game	LYONS CANDIDATE Dunalley-Dodges Ferry-Dunalley.
Sunday 10 Mar 2024	Woodsdale Market Richmond Market	Left home at approximately 8:00 am, travelled to Woodsdale, then to Richmond, and returned home at approximately 2 pm. (6 hrs)	LYONS CANDIDATE Dunalley-Woodsdale-Richmond-Dunalley. 157 kms 2 hrs 11 min travel time.
Sunday 10 March 2024, 2:22 pm [Attachment A]	Ms Howlett sends "Lyons Community Projects - FINAL.pdf".	Work-related document exchange.	Home.
Monday 11 March 2024, 9:29 am [Attachment A]	Orford Bowls Club Swansea Golf Club Ms Howlett asks Sharee to obtain a contact for Campania football and cricket club because she may try to get a photo with them. Sharee searches the database/Facebook;	Left home at 8:30 am, travelled to Orford then to Swansea, returned home at approximately 6:30 pm. (10 hrs) Direct stakeholder research/contact and campaign/community-photo coordination.	LYONS CANDIDATE Dunalley-Orford-Swansea-Dunalley. 250 kms 3 hrs 22 min travel time.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	Ms Howlett directs her to call Eric at the Campania pub and advise of a Wednesday-night visit. Ms Howlett: "Could you please get a contact for Campania football and cricket club as I might try and grab a photo with them today." Sharee: "Can't find a contact. I have looked on the database there is no name so I am looking on Facebook. I might have to call Eric". Ms Howlett: "Give Eric a call at Campania pub he'll have details and let him know we'll pop in Wednesday night". Sharee: "Found it on google. I will also call Eric".		
Tuesday 12 March 2024, 8:59 am [Attachment A]	Ms Howlett: "When you finish meeting can u call Tom Darke see where we pick up David foster from etc tomorrow".	Direct logistical instruction around meetings/travel.	LYONS CANDIDATE
Wednesday 13 March 2024	Hotels & RSLs	Left home at approximately 8:00 am, travelled to Battery Point, then to New Norfolk, Brighton, Midway Point, Primrose Sands, Dodges Ferry, Campania, Battery Point and returned home at approximately 11 pm. (15 hrs) Refer to Facebook post  David Foster 🍷 is backing Team Howlett 1 Thank you to Tasmanian legend David Foster for joining me to visit multiple venues in southern Lyons. We stopped by <u>The Bush Inn New Norfolk</u>, <u>New Norfolk Hotel</u>, <u>New Norfolk RSL - Sub Branch</u>, <u>Brighton Hotel - Motel</u>, <u>Midway Point Tavern</u>, <u>Primrose Sands RSL</u>, <u>Dodges Ferry Hotel</u>, finishing at the <u>Campania Bar and Bistro</u>. We met so many people and had dozens of great conversations. <u>Tasmanian Hospitality Association</u>	LYONS CANDIDATE Dunalley-Battery Point-New Norfolk-Brighton-Midway Point-Primrose Sands-Dodges Ferry-Campania-Battery Point-Dunalley. 319 kms (4 hrs 50 min) travel time.
Thursday 14 March 2024	Covehill Shopping Centre, Bridgewater Velvet Café –	Left home at approximately 8:30 am, travelled to Bridgewater, then to Sorell and Brighton and returned home at approximately 10:30 pm.	LYONS CANDIDATE Dunalley-

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	Meeting Brighton Football Club	(14 hrs)	Bridgewater-Sorell-Brighton-Dunalley. 210 kms 2 hrs 43 min travel time.
Friday 15 March 2024	Hotels & RSLs	Left home at approximately 9:30 am, travelled to Sorell, Buckland, Orford, Triabunna, Swansea, Sorell and then Dunalley and arrived home at approximately 10:30 pm. (13 hrs)	LYONS CANDIDATE Dunalley-Sorell-Buckland-Orford-Triabunna-Swansea-Sorell-Dunalley. 283 kms 3 hrs 40 min travel time.
Saturday 16 March 2024	Bream Creek Show	Weekend attendance at a community event during the campaign period; to be read with any supporting photograph, diary or travel record.	LYONS CANDIDATE Bream Creek.
Monday 18 March 2024	Door Knocking Sorell	Campaign-related door-knocking activity; to be read with any supporting photograph, diary or travel record.	LYONS CANDIDATE Sorell.
Monday 18 March 2024, 8:28 pm [Attachment A]	A message confirms a meeting with Adam at Firewood to U. Ms Howlett: "Please pop in our diary." Sharee: "Will do :)"	Direct diary-management instruction.	LYONS CANDIDATE
Tuesday 19 March 2024, 8:01 am [Attachment A]	Sharee: "I am getting you a coffee".	Context showing day-to-day working arrangements; not relied upon by itself as evidence of formal duties.	LYONS CANDIDATE
Tuesday 19 March 2024 [Attachment A]	Mayshaw, Swansea Dodges Ferry Football Club Youth Training Facebook post	Left home at approximately 7:30 am and travelled to Swansea, Triabunna, Dodges Ferry and arrived home at approximately 7:30 pm. (12 hrs) Refer to Facebook post  ☀️ Friendly reminder, SEJFC fam! Youth training is on tonight at Shark Park 🌊 Dodges Ferry, kicking off at 5pm sharp! A huge shoutout to Josh and Chloe from the Dodges Ferry Sharks Football Club for stepping up to lead today's session. Coach Tom will be back in action this Thursday. Let's hit the field and make every minute count! 🍌🍌 #SEJFC #YouthTraining #TeamSpirit STJFL Southern Tasmanian Junior Football League Jane Howlett	LYONS CANDIDATE Dunalley-Swansea-Triabunna-Dodges Ferry-Dunalley. 255 kms 3 hrs 30 min travel time.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
		<u>Wicked Workwear Pty Ltd</u>	
Wednesday 20 March 2024, 3:58 pm [Attachment A]	Ms Howlett sends Dan Bryan's contact card. Sharee discusses missing Dodges Ferry player photos and asks whether to post the football photo for a scoreboard grant. Ms Howlett: "Yes please" and "Please tag club." Ms Howlett: "Please post around 5 or 6". Sharee: "Will do".	Direct approval and instruction concerning community/sporting-club social-media content.	LYONS CANDIDATE Dodges Ferry Football Oval
Thursday 21 March 2024, 10:16 am [Attachment A]	Sharee asks where Ms Howlett wants her to go and says she will take a call while driving. Ms Howlett directs her to park at the pub car park and says she is waiting in the car.	Day-to-day direction and coordination. Left home at approximately 8:30 am, travelled to Bagdad and returned home at approximately 5:30 pm. (9 hrs)	LYONS CANDIDATE Dunalley-Bagdad-Dunalley. 154 kms 1 hr 57 min travel time.
Thursday 21 March 2024, 12:06 pm [Attachment A]	Ms Howlett sends "Jane Howlett - Fundraising Statement..." PDF.	Work/campaign document exchange.	LYONS CANDIDATE
Thursday 21 March 2024, 10:00 pm [Attachment A]	Sharee: "I emailed you a test run of the LGA Newsletter for Tasman Region but Matt has only sent me the letters without your letter head at the top and your signature". Ms Howlett: "Ffs". Sharee: "I have copied the logo and added in your signature. I will send now and tell if you can tell any difference". Ms Howlett: "Go to sleep and deal with it tomorrow xx". Sharee: "Sent it to you. I will chat in the morning. Night x".	Evidence recorded at the time of Sharee preparing communications/newsletter material.	LYONS CANDIDATE After-hours work-Home.
Friday 22 March 2024, 8:45 pm [Attachment A]	Sharee reportedly texted at 8:45 pm: "I have done Tasman and it has gone from my parliament email. How do I change it?" A government email message was reportedly sent at 9:03 pm.	Key evidence requiring comparison with the original email/documentary record regarding use of a parliamentary/government email for campaign material.	LYONS CANDIDATE Home.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Wednesday 27 March 2024, 11:15 am [Attachment A]	[Screenshots] 6:39 am Sharee: "Doesn't look like these have been put through unless Jonny did a request for them?". "I will submit them to Mat. Am I submitting only Facebook or Fuel as well?". "These are the facebook expenses I have submitted". Ms Howlett: "Fuel as well, I gave you the receipts". Sharee: "Yes".	Evidence of post-election processing of Facebook and fuel expenses and a direct instruction concerning reimbursement documentation.	POTENTIALLY ELECTED Annual leave.
Thursday 28 March 2024, 1:39 pm [Attachment A]	Ms Howlett: "Do you know my password for tas lib email".	Evidence concerning access to Ms Howlett's Tasmanian Liberal email account; relevant to the distinction between parliamentary and campaign systems.	POTENTIALLY ELECTED Annual leave.
Thursday 4 April 2024, 7:13 am [Attachment A]	Ms Howlett: "Morning could you please have a look at what commitments labor made in Prosser election that we didn't match, also look for areas like Coles Bay etc that missed out on any projects being funded. Can we meet at lunchtime to discuss". Sharee: "Good morning Yes sure. Let me know where you would like to meet?".	Direct post-election research instruction concerning Labor's Prosser commitments, unmatched commitments and communities that may have missed project funding.	ELECTED. Home.
Friday 5 April 2024, 4:21 pm [Attachment A]	[Screenshot] Ms Howlett: "Can you pop this in for Friday". Sharee: "I already had this one in the diary".	Direct diary-management instruction and evidence that Sharee continued maintaining Ms Howlett's appointments after the election.	ELECTED. Home.
Saturday 6 April 2024, 8:43 am [Attachment A]	[Screenshots] Ms Howlett: "It sure you've invoiced this one or not". [Screenshot] Ms Howlett: "Can you call him next week and make a time 22nd".	Direct instructions concerning invoice administration and arranging a stakeholder meeting.	ELECTED. Home.
Monday 8 April 2024, 3:05 pm [Attachment A]	Sharee: "There is a meeting on Monday 15 th April with Senator Askew about flight paths. Wendy's office has called and have	Evidence recorded at the time of diary and meeting coordination with Senator Askew's office concerning flight paths.	ELECTED. Remote work.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	asked if that is going ahead?".		
Tuesday 9 April 2024, 9:31 am [Attachment A]	[Screenshot] Ms Howlett: "Did u get Moz". Sharee: "No I will try again in 30 mins". Ms Howlett: "Send Peter a message tell him you need time speak with Moz".	Direct instruction to contact stakeholders and arrange communication with Moz.	ELECTED. Remote work.
Tuesday 9 April 2024, 6:12 pm [Attachment A]	[Screenshot] Ms Howlett: "Can you call Mel Banks tomorrow".	Direct instruction to contact Mel Banks the following day.	ELECTED. Home.
Thursday 11 April 2024 [Attachment D].	Instrument of Appointment.	To the position of Adviser in the Office of the Honourable Jane Howlett MP.	Signed on 3 June 2024.
Thursday 11 April 2024, 1:03 pm [Attachment A]	Sharee: "What is your password for your email? I can't get into it". [Screenshot – Contact] Ms Howlett: "Can you call her". Sharee: "Yes".	Evidence of access to Ms Howlett's email and a direct instruction to contact a stakeholder after Sharee's formal appointment moved to Ms Howlett's office.	MINISTER PORTFOLIOS ANNOUNCED New Contract. Remote work.
Thursday 11 April 2024, 6:54 pm [Attachment A]	Ms Howlett: "Is meeting confirmed tomorrow morning". Sharee: "Yes 9 am".	After-hours confirmation of a scheduled meeting; evidence of diary and meeting coordination.	Home.
Thursday 11 April 2024, 8:14 pm [Attachment A]	Ms Howlett: "Can you please share facebook post to LinkedIn". Sharee: "thumbs up"	After-hours direction to republish Facebook material on LinkedIn.	Home.
Friday 12 April 2024, 8:56 am [Attachment A]	Sharee: "Past Frogmore, it is Cambridge Farm".	Evidence recorded at the time of travel and location coordination at Cambridge Farm; the limited message does not establish the purpose without further context.	MINISTER Campania.
Friday 12 Apr 2024, 5:44 pm [Attachment A]	Ms Howlett: "Can you let Glenda know that we can't attend". Sharee: "Will do".	Direct instruction to notify Glenda that Ms Howlett could not attend an event or meeting.	Home.
Friday 12 April 2024, 7:34 pm [Attachment A]	[Screenshot] Ms Howlett: "Can u send to Pat". Sharee: "thumbs up". Sharee: "Is it the Tasmanian Harness Racing Awards and	After-hours instruction to forward information to Pat and confirmation of the Tasmanian Harness Racing Awards and Hall of Fame event.	Home.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	Hall of Fame night". Ms Howlett: "Yes".		
Saturday 13 April 2024, 9:06 pm [Attachment A]	Ms Howlett: "When you come up can you please me a printed copy of Prosser election commitments". Sharee: "Yes sure x".	Direct instruction to prepare a printed copy of Prosser election commitments.	Battery Point.
Sunday 14 April 2024, 9:22 am [Attachment A]	Sharee: "Where would you like me to be in the morning? Meeting at Okines 1pm tomorrow". Ms Howlett: "I'm not sure when Kerry's campaign meeting is, it should be 9am tomorrow? Hoping you can sort out invoices with Peter also".	Direct coordination of work location, a Prosser campaign meeting, a community meeting and invoice administration.	Home.
Monday 15 April 2024, 2:43 pm [Attachment A]	Ms Howlett: "Can you call Pat and get the Facebook post up later today".	Direct instruction to coordinate with Pat and arrange publication of a Facebook post. Refer to Facebook post  As Tassie grows we're seeing more flights coming to our island home. While immensely important for our economy and tourist sector, they can be disruptive for those living underneath. Today I met with residents who are experiencing just how noisy these flight paths can be. Along with my Federal colleague Senator Wendy Askew, we listened to their concerns. We want to find solutions that mean Tassie can continue to thrive but not at the expense of a community's wellbeing. This engagement is important and I am confident we can work collaboratively towards a solution that benefits everyone.	Battery Point / Dodges Ferry.
Wednesday 17 April 2024, 2:57 pm [Attachment A]	[Screenshot] Ms Howlett: "Can you change details on my LinkedIn". Sharee: "Yes". Ms Howlett: "Can you post my Facebook post on LinkedIn and try and Tag". Sharee: "thumbs up".	Direct instruction to update Ms Howlett's LinkedIn details and republish and tag Facebook content on LinkedIn.	Remote work.
Thursday 18 April 2024, 12:10 pm [Attachment A]	[Screenshot] Ms Howlett: "Hi did you call him???" Sharee: "No I have been waiting for Carol to get back to me? If you are happy to meet with the group I can arrange? Can you confirm if that	Evidence of stakeholder-meeting coordination and Sharee seeking Ms Howlett's approval before arranging the meeting.	Remote work.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	time suits you?		
Thursday 18 April 2024, 5:56 pm [Attachment A]	Sharee: "11:30am Meeting at Coles Bay turnout to look at trees with a local man. 12:00 Mahjong ladies". 12:30 Community Centre – Freycinet Air Ms Howlett: "Beginning of Coles Bay?". Sharee: "Yes the beginning of Coles Bay".	Evidence recorded at the time of arranging and attending meetings at Coles Bay and Freycinet, including a community meeting and local stakeholder activities.	Home.
Friday 19 April 2024, 9:05 am [Attachment A]	Sharee: "Arthur and Denise locked in".	Evidence of stakeholder or meeting coordination; the limited message does not identify the full purpose.	Coles Bay / Freycinet
Friday 19 April 2024, 5:11 pm [Attachment A]	[Screenshot] Sharee: "Media Contact Card"	Work-related exchange of a media contact card; the limited screenshot does not establish the further purpose.	Travelling home from Coles Bay.
Saturday 20 April 2024, 11:12 am [Attachment A]	[Screenshots] Sharee: "Would you like to keep it simple. Thank you to the Coles Bay Community for inviting @Kerry Vincent and myself along to listen to some of the challenges they face in Coles Bay. @Edge of the Bay @The Pondering Frog". Ms Howlett: "Please add and thank Neil Edwards as well. Mention the community meeting. Great photos perhaps top headline could be Vote 1 Kerry Vincent for Prosser".	Direct editorial instruction from Ms Howlett to prepare Prosser campaign material expressly stating 'Vote 1 Kerry Vincent for Prosser' and referring to a community meeting.	Home.
Saturday 20 April 2024, 2:04 pm [Attachment A]	Ms Howlett: "Make sure you study 2030 plan and election commitments Lyons for next week. Nex week". Sharee: "Will do".	Direct instruction to study the 2030 Plan and Lyons election commitments in preparation for the following week's work.	Home.
Sunday 21 April 2024,	Ms Howlett: "Can you please edit and put	Direct campaign-related instructions from Ms Howlett to attend a campaign meeting, add 'Vote 1 Kerry Vincent' to material and	Home.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
8:09 pm [Attachment A]	vote 1 Kerry Vincent onto, also can you come in for campaign meeting in the morning? Sharee: "Yes". Ms Howlett: "And post to LinkedIn".	publish it on LinkedIn.	
Sunday 21 April 2024 [Attachment A]	Brighton Pony Club Facebook post	Refer to Facebook post  Please Vote 1 Kerry Vincent - Liberal for Prosser  Great to see people out and about on a beautiful sunny day in Brighton today  Brighton's Best Bakehouse The Rockliff Government are keen to work with communities to hear how they are doing. Minister Nick Duigan Premier Jeremy Rockliff and Kerry Vincent - Liberal for Prosser discuss with some locals the power rebates are on their way to Tasmanian's household  Thank you to Southern Tasmanian Quarter Horse Association for inviting us along today  Brighton & Southern Midlands Pony Club Brighton Equestrian Club - Adult Riders BEC	Travelled to Brighton.
Sunday 21 April 2024, 9:51 pm [Attachment A]	Ms Howlett: "Can't see the photos added on LinkedIn". Sharee: "They should be there".	After-hours monitoring and direction from Ms Howlett concerning campaign photographs published on LinkedIn.	Home.
Monday 22 April 2024, 1:16 pm [Attachment A]	Ms Howlett: "Are you here". Sharee: "Yes at my desk".	Evidence recorded at the time that Sharee was working at her desk and reporting her location to Ms Howlett.	Ministerial office.
Monday 22 April 2024, 3:09 pm [Attachment A]	Sharee: [Contacts] Ms Howlett: "Can you send me code to office".	Evidence of office-access or authentication coordination; the abbreviated message requires the screenshot or further context for precise interpretation.	Sorell office.
Monday 22 April 2024, 7:30 pm [Attachment A]	Ms Howlett: "Can you please post LinkedIn article to my Facebook. Caroline emailed you she can't access my Facebook". Sharee: "I sent the details to Caroline Daisy and you this arvo". Ms Howlett: [Contact] "You may need to call her". Sharee: "Thanks maybe the email	After-hours direction concerning Facebook and LinkedIn publication, account access and coordination with another staff member.	Home.

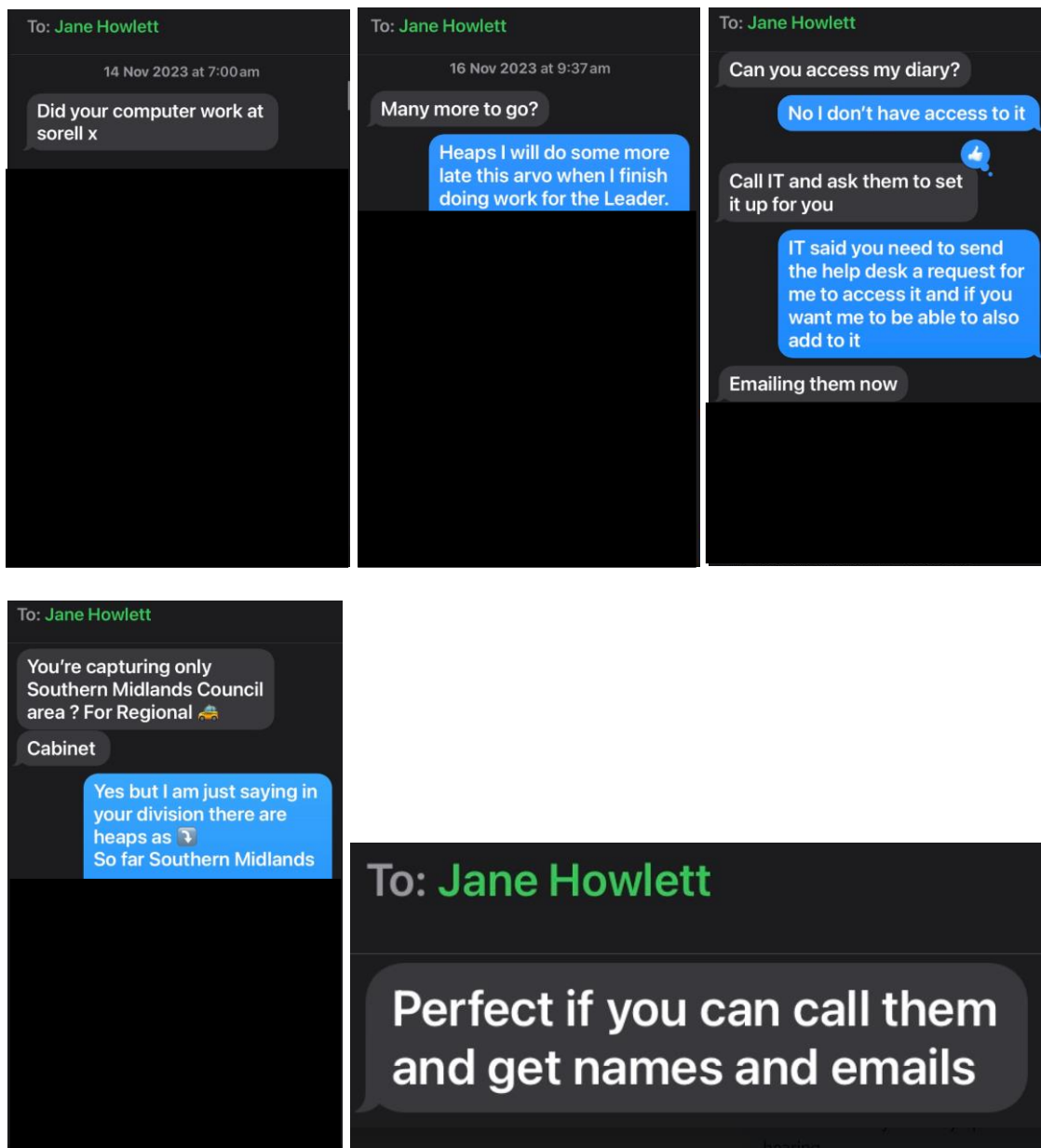
Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
	bounced back".		
Thursday 25 April 2024, 3:00 pm [Attachment A]	[Screenshots] Sharee: "From Kerry" "From Jonny". Anzac Day Service Photos	Attended Anzac Service at Primrose Sands RSL and Kempton RSL on behalf of (former) Minister Jane Howlett MP.	Primrose Sands RSL / Kempton RSL.
Thursday 25 April 2024, 4:58 pm [Attachment A]	Ms Howlett: "Are you ok to do the post?" Sharee: "Yes I will sort it now I have been driving."	Direct instruction to prepare/publish social-media material; work activity recorded at the time.	Driving home from attending Anzac Day Services.
Friday 26 April 2024, 8:41 am [Attachment A]	Sharee: "Yes signs all organised".	Evidence recorded at the time that Sharee organised signs; further context is required to identify whether these were campaign or office materials.	Removal of campaign signs.
Friday 26 April 2024, 12:28 pm [Attachment A]	Ms Howlett: "Trailer not signs". Sharee: "Yes trying to organise a trailer to tow up there".	Evidence of logistical work arranging a trailer to transport material; further context is required to identify the material and purpose.	Continual removal of campaign signs.
Tuesday 30 April 2024, 2:53 pm [Attachment A]	Sharee: "Hi where are we meeting at 3pm?".	Evidence recorded at the time of meeting coordination and travel to an agreed location.	Meeting in the Lyons electorate.
Tuesday 30 April 2024, 6:24 pm [Attachment A]	Post-2024 Election. Ms Howlett asked Sharee about the final expenditure invoices.	After-hours question about final expenditure invoices; relevant to the timing and workload immediately before Sharee's travel to Agfest.	Home / resting before Agfest travel.
Wednesday 1 May 2024, 5:51 am [Attachment A]	Ms Howlett: "?" Sharee: "I have just emailed the expenditure form to Peter".	Ms Howlett followed up early in the morning about the final expenditure invoices from the night before; Sharee had not replied. Sharee confirms the completion of the expenditure task before travelling to Agfest.	Home / preparing to travel to Agfest.
Wednesday 1 May 2024 [Attachment A]	Received a text message early from Minister Jane Howlett MP at 5:51 am, questioning whether I had addressed her question the evening before at 6:24 pm. Today I travelled to Launceston for Agfest to meet (former) Minister Jane Howlett MP. In transit, I fell and broke my arm.	Evidence of work-related travel to Agfest to meet Ms Howlett and the workplace injury sustained during that travel; relevant to later discussions about work capacity and employment arrangements.	Travelling to Agfest.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Thursday 2 May 2024 [Attachment A]	Sharee commenced workers' compensation leave following the workplace injury.	Relevant to whether work-related contact continued during workers' compensation leave and to the later discussion about workload, boundaries and work capacity.	Workers' compensation leave.
Tuesday 14 May 2024 Injury Workers' Compensation Claim Form. [REDACTED]	Sharee records that she continued to receive work-related text messages and telephone calls requiring responses during this period.	Workers' Compensation Claim Form emailed to DPAC Management and Human Resources.	Form signed on 14 May 2024.
Monday 20 May 2024, 3:06 pm [REDACTED]	Sharee records that, during a telephone conversation, she explained that the workload, campaign demands, unclear instructions and lack of professional boundaries had taken a toll on her, and that she did not believe she could continue meeting Ms Howlett's demanding schedule. Ms Howlett later texted: "Hey honey I hope you're feeling better, I completely understand your decision, and I will always back you and help you and help you to succeed in anything you choose to do I'd love to have lunch or dinner when you up for it xxx".	[REDACTED]	Workers' compensation leave.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Monday 27 May 2024, 10:21 am [REDACTED]	Sharee recalls a telephone call from Human Resources advising her she would receive her final payslip the following week. When she asked why, she recalls being told that she had mental health issues and that the decision was unrelated to workers' compensation or her workplace injury. Sharee records that her employment then ended and that she sought legal advice.	[REDACTED]	Workers' compensation leave / employment ended.
Monday 27 May 2024, 11:02 am [REDACTED]	Following her earlier request not to continue taking instructions from Ms Howlett, Sharee records that DPAC Management then indicated another position would be sought for her.	[REDACTED]	
Monday 27 May 2024, 12:40 pm [REDACTED]	At 12:40 pm, Sharee emailed DPAC Recruitment and management stating that, after consideration, she would not be able to accept the position as an Adviser to Minister Jane Howlett. She wrote, "I formally resign as of today, dated 27 May 2024." She also referred to her experiences throughout "the various campaigns and advisory roles" and noted that she was on workers' compensation leave.	[REDACTED]	

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Friday 31 May 2024, 11:24 am [REDACTED]	Sharee says Human Resources advised her to retract her resignation because its consequences were not what she had understood or intended. Sharee retracted the resignation.	[REDACTED] [REDACTED] [REDACTED]	Workers' compensation leave / employment reinstated.
Friday 31 May 2024, 11:33 am [REDACTED] [REDACTED]		[REDACTED]	
Monday 3 June 2024, 7:49 am [REDACTED] [REDACTED] Monday 3 June 2024, 10:27 am [REDACTED] [REDACTED]	Recruitment re-sent the instrument of appointment commencing on 11 April 2024.	[REDACTED] [REDACTED] [REDACTED]	Signed Instrument of Appointment-(former) Minister Jane Howlett MP.

Date	Text message / evidence recorded at the time	Potential relevance	Work location, hours and travel
Wednesday 3 July 2024	DPAC reinstated Sharee's instrument of appointment under Mark Shelton MP, as an Electorate Officer [Attachment E], but working from (former) Minister Jane Howlett's office in Sorell.	Appointment to the Electorate Officer, in the Electorate Office of Mark Shelton, MP. Evidence of a change in the formal employing office while Sharee continued to work physically from Ms Howlett's Sorell office; relevant to the difference between formal and practical reporting arrangements.	Reinstated employment / Signed 1 July 2024 Instrument of Appointment-Mark Shelton MP.
Thursday 12 December 2024	Sharee: The Manager of DPAC phoned to let me know my contract with Mark Shelton MP was not being renewed because a 0.5 FTE employee was being appointed in his Longford office; however, she said there would be positions in 3 weeks and that she would notify me. After seeing potential positions advertised and inquiring, Sharee was told the duties were not suitable.	Later employment context concerning the non-renewal of the appointment and subsequent inquiries about other positions; not relied upon as evidence of election-related directions.	Contract not renewed and no alternative position offered.
Thursday 16 January 2025 Psychologic al Workers' Compensati on Claim Form. [REDACTED] [REDACTED]	Sharee records psychological symptoms.	Workers' Compensation Claim Form emailed to DPAC Management and Human Resources.	Form signed on 16 Jan 2025.

[Attachment A]**Updated Screenshots of Text Messages 14 November 2023 - 1 May 2024**

To: **Jane Howlett**

Your probably having your first normal day of work today, did u drop kids off

To: **Jane Howlett**

Can you access my emails

Yes

Did you want me to look at something?

To: **Jane Howlett**

22 Nov 2023 at 11:08 am

How's it going with list

19 emails so far still going

To: **Jane Howlett**

23 Nov 2023 at 2:26 pm

Sarah Jane from Port Arthur wants to meet with you but only has morning on the Friday 1st December (you are at the council at 10am) or Thursday 7th December she has most of the day

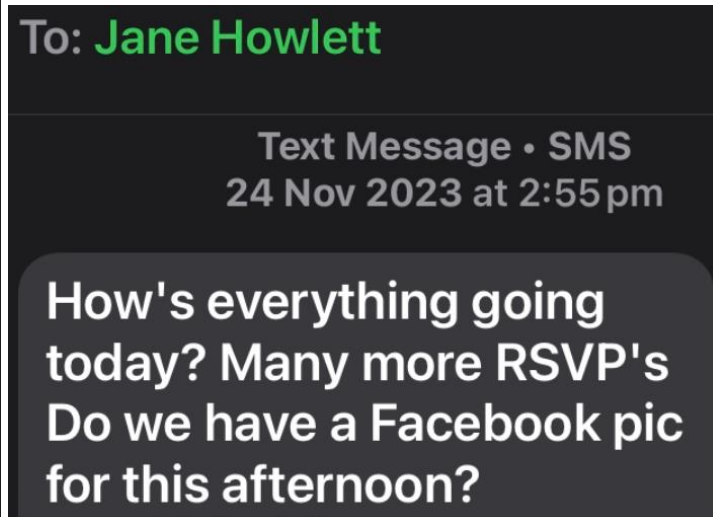
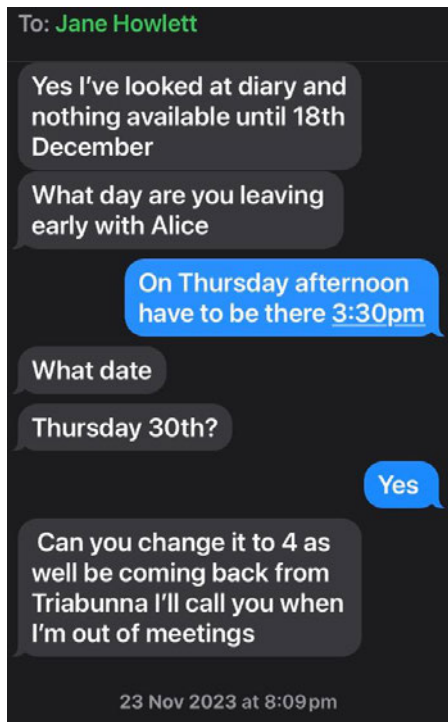
May need to schedule for January

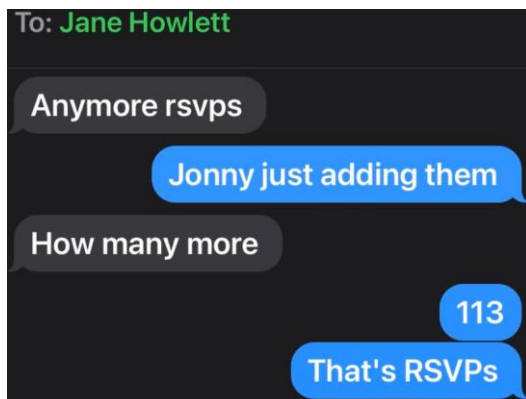
Ok I will let her know

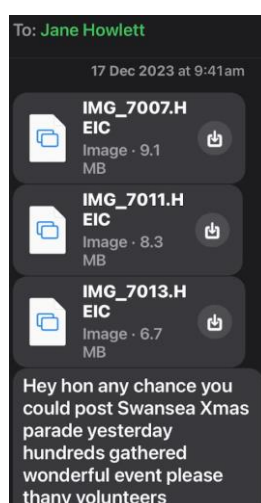
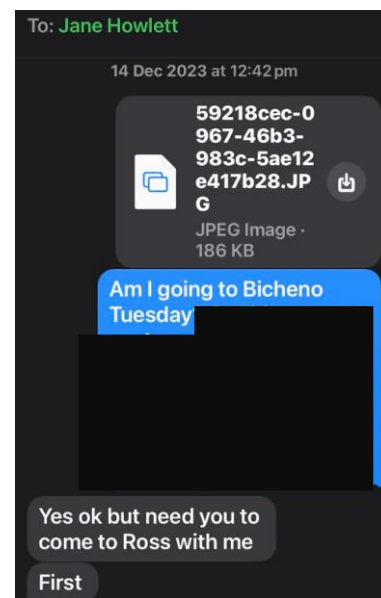
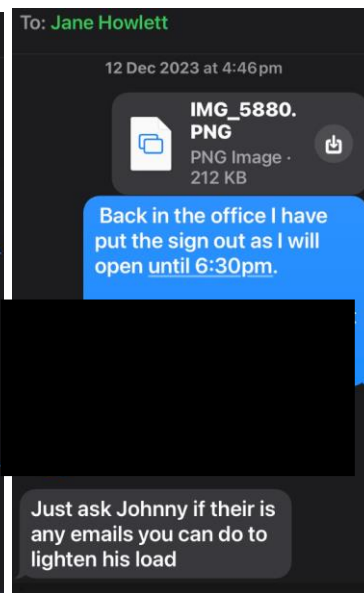
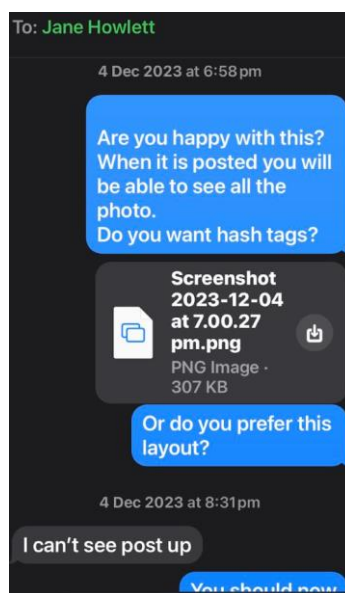
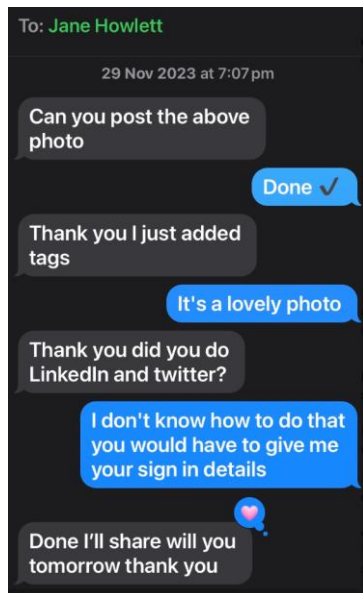
To: **Jane Howlett**

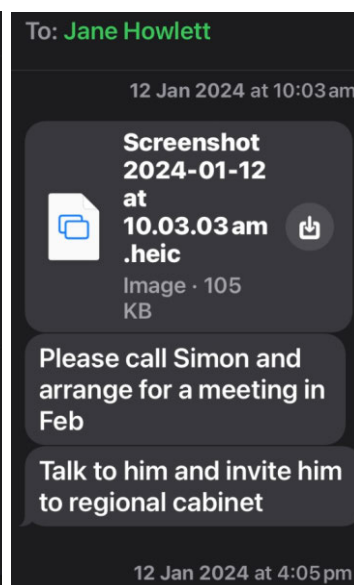
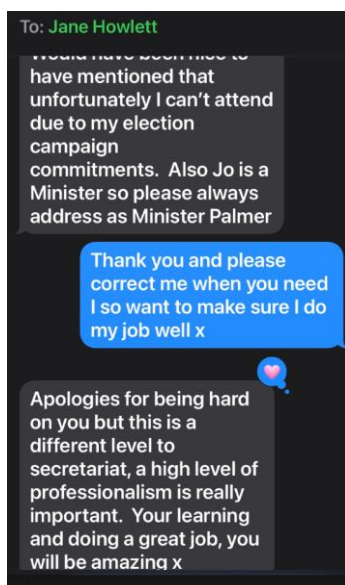
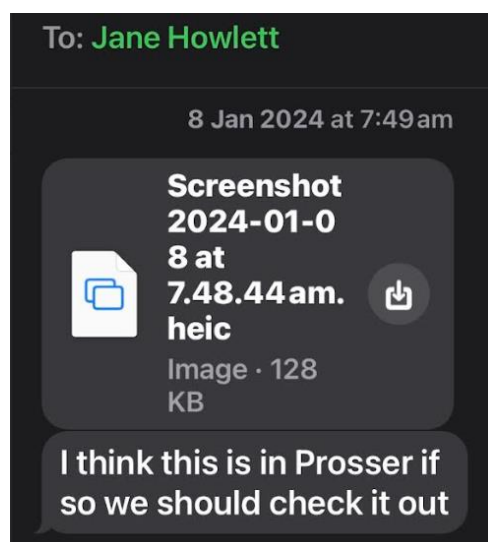
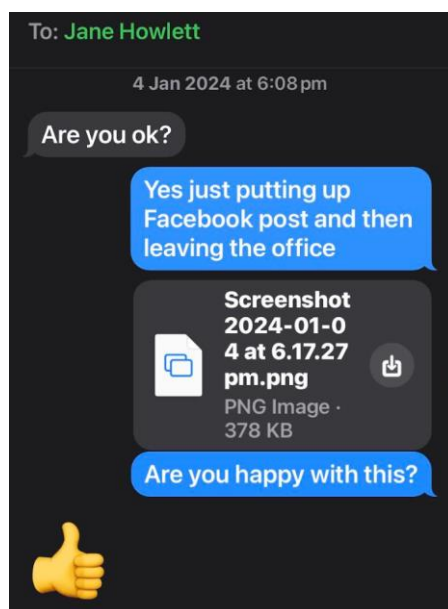
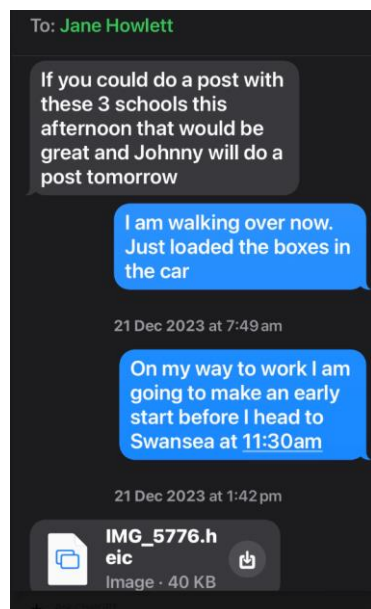
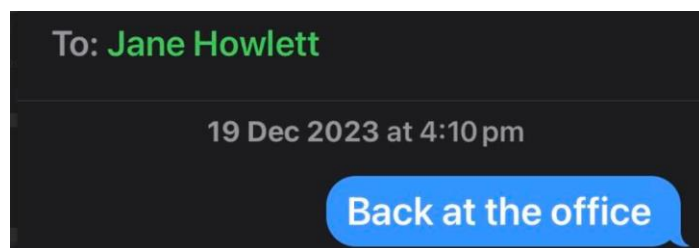
Hi there, I'm just pulling the final agenda together. On Monday night 5.30 pm to 7.00 pm and then the private dinner afterwards. On Tuesday 12.15 pm media conference and then 1pm to 2.30 pm for Joint Regional Cabinet meeting - final agenda and briefing material to you shortly

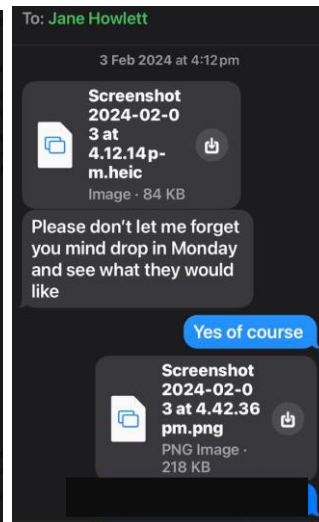
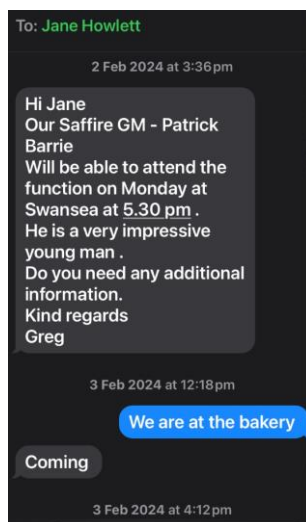
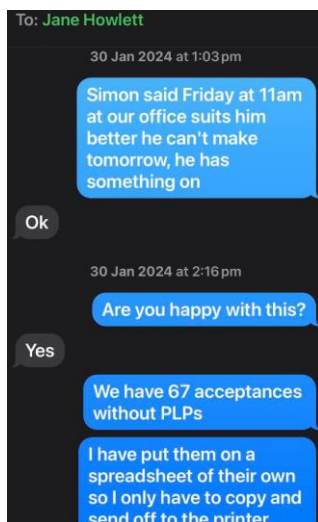
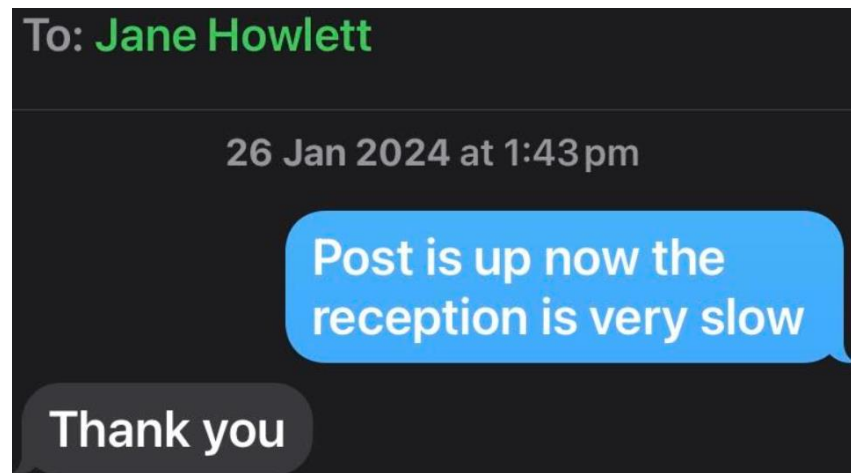
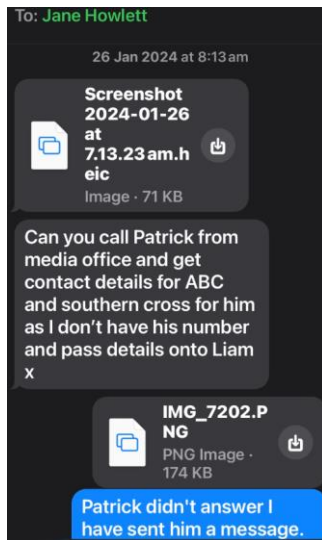
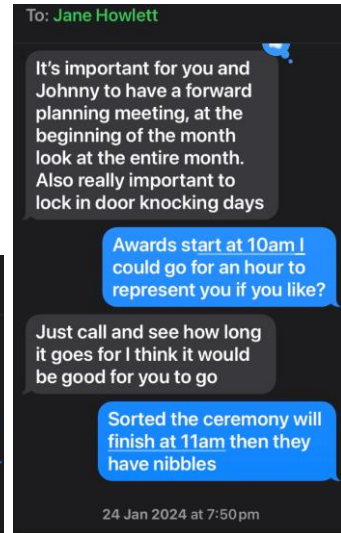
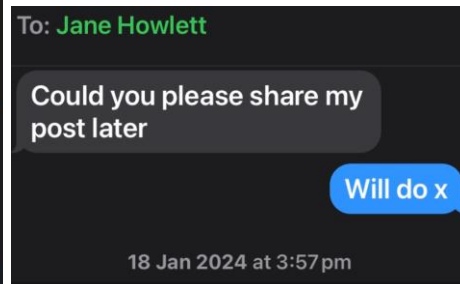
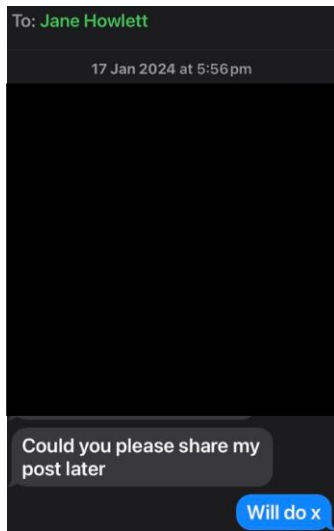
From Carol we can't organise anything for Tuesday as we have stuff on in Oatlands's

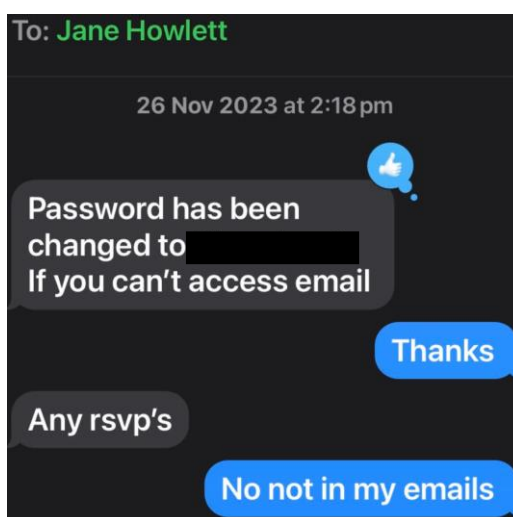
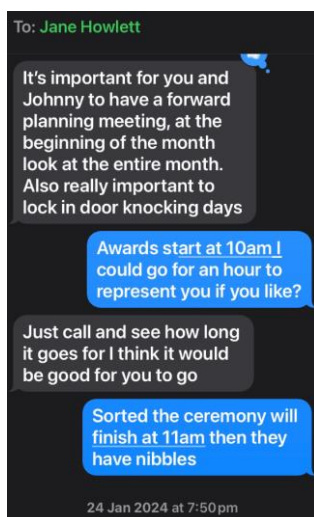
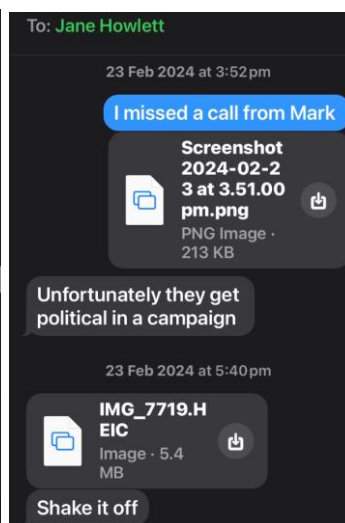
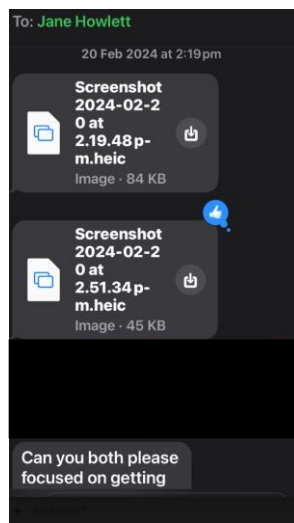
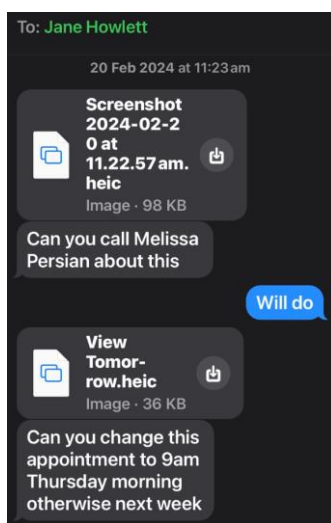
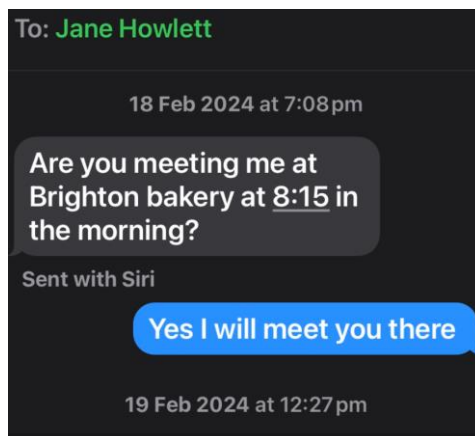
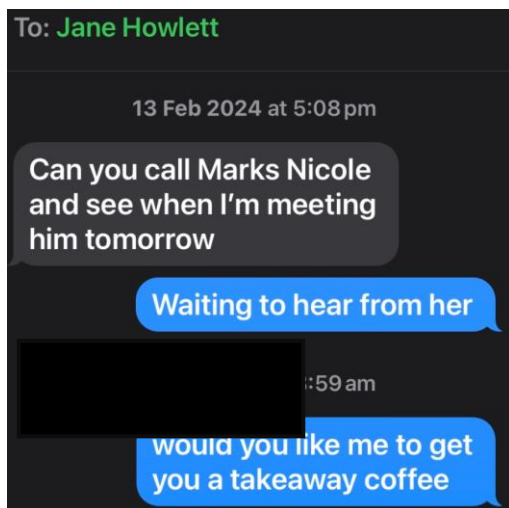


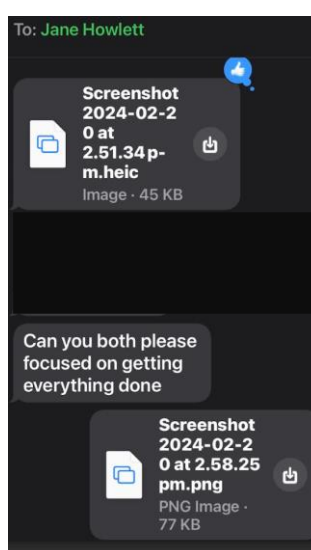
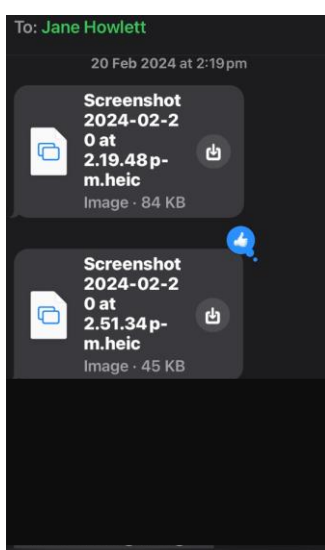
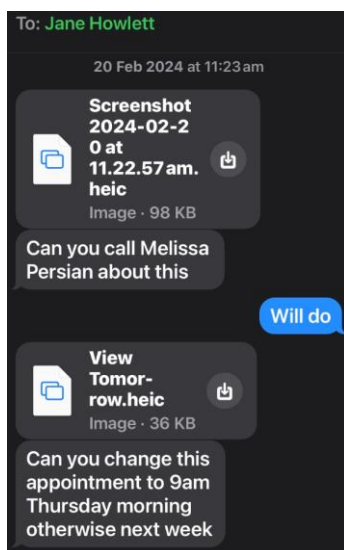
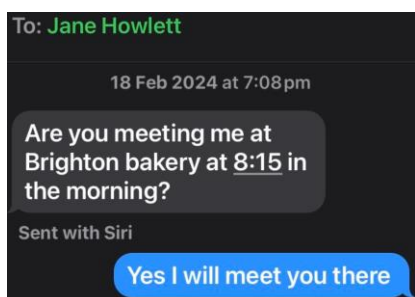
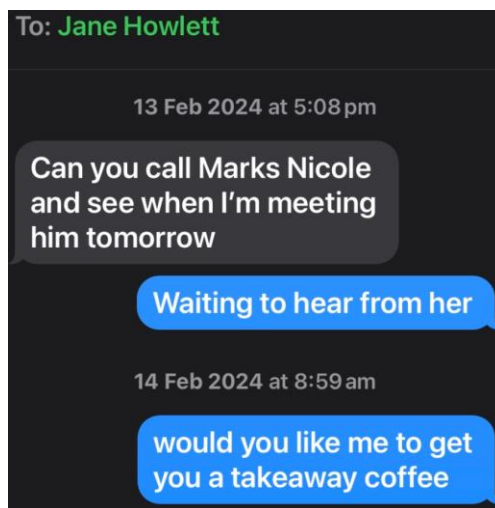
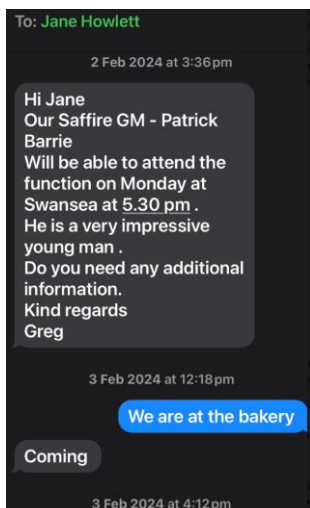
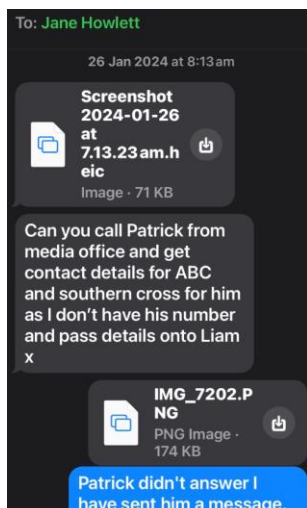


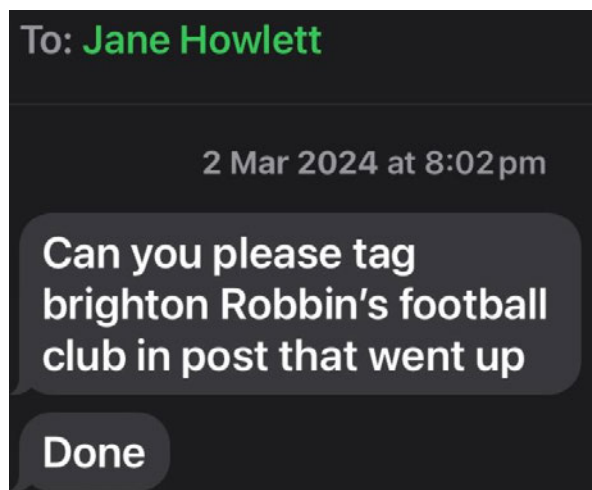
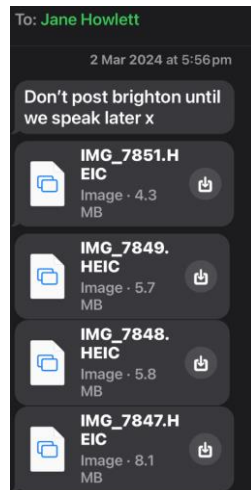
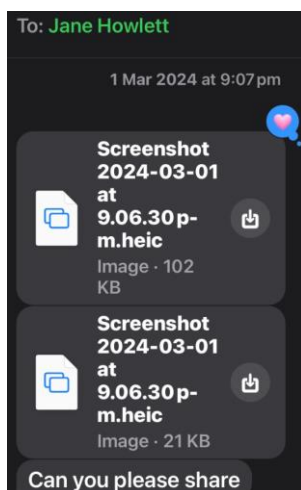
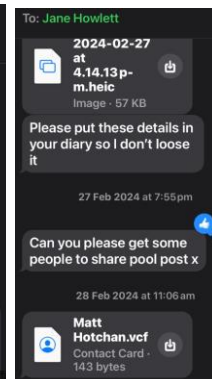
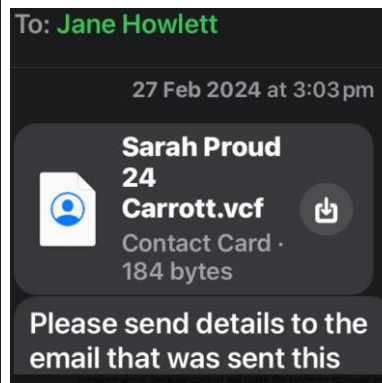
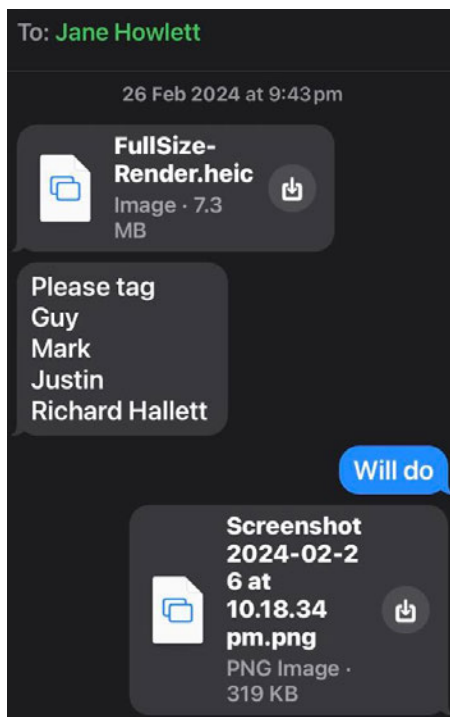
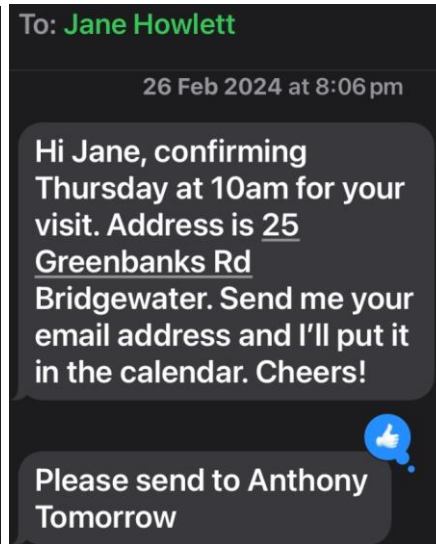
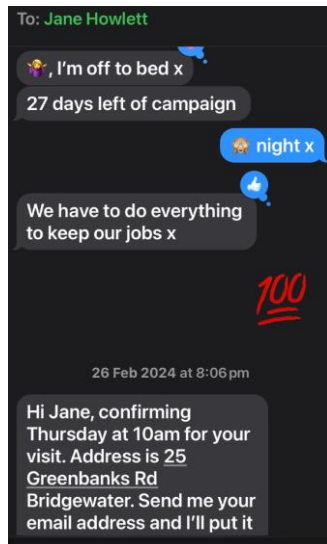


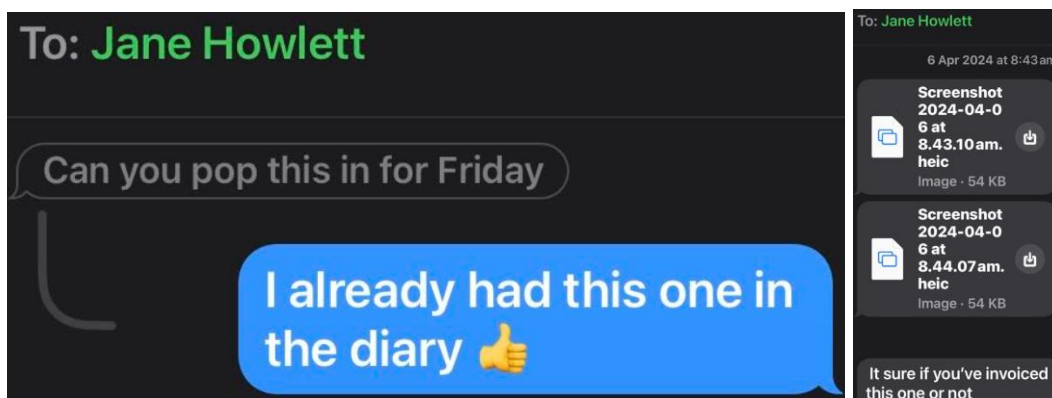
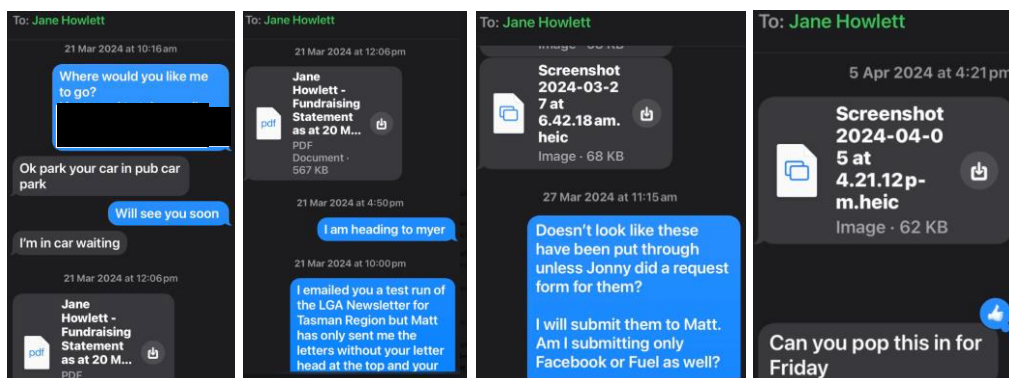
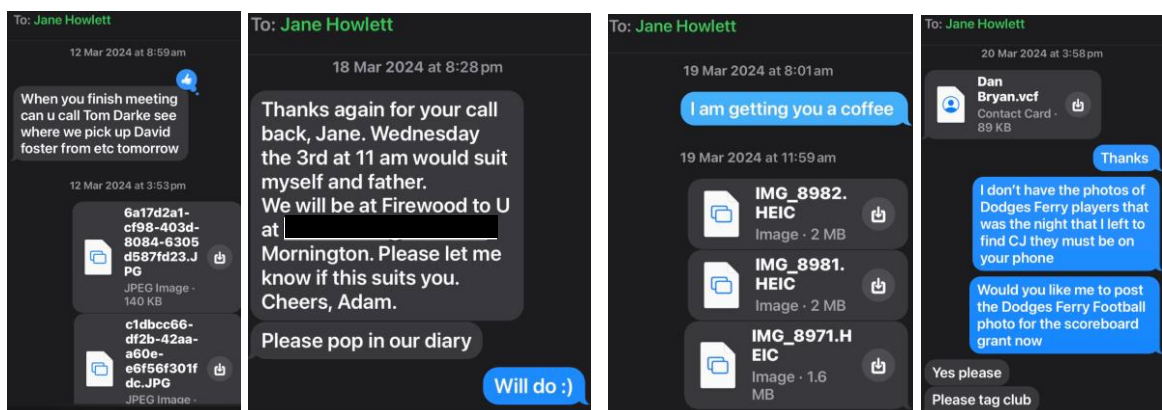
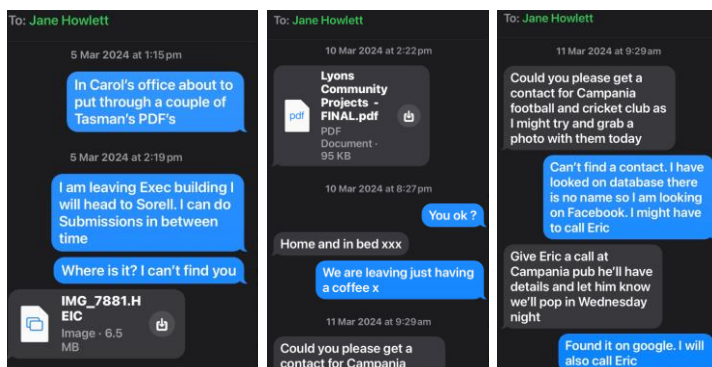


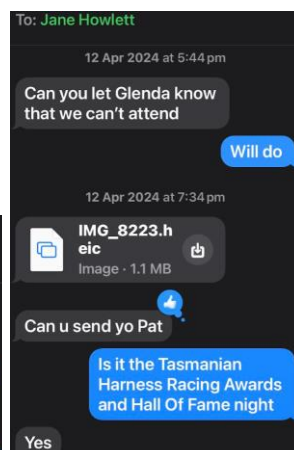
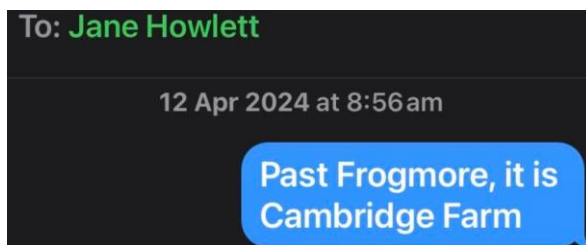
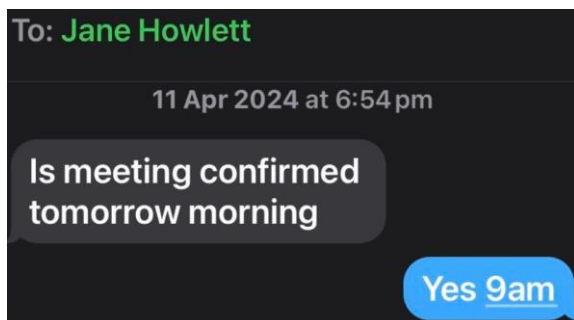
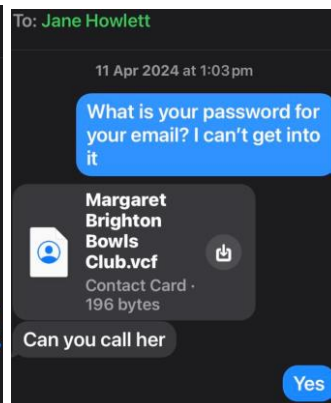
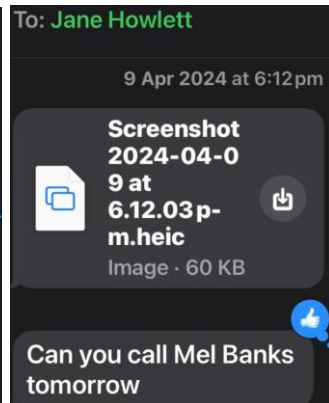
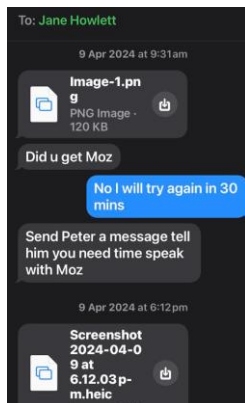
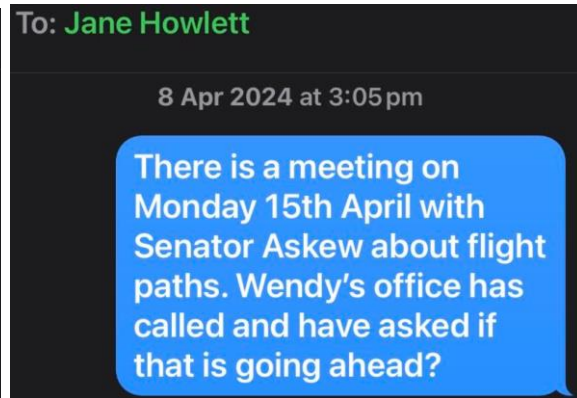
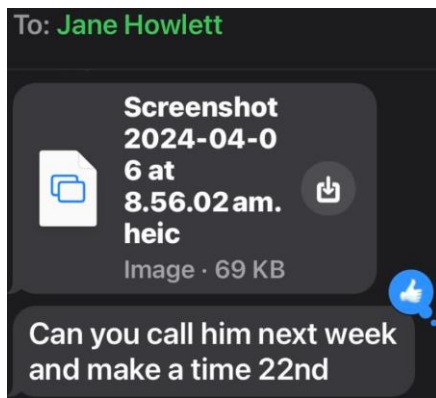


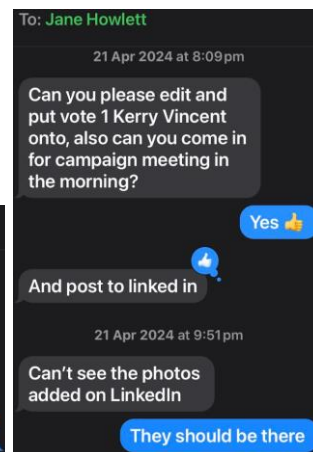
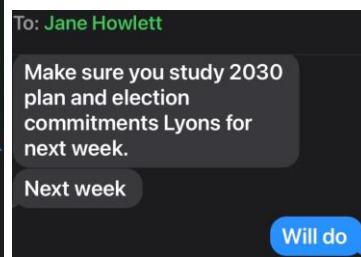
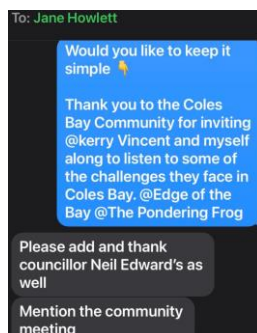
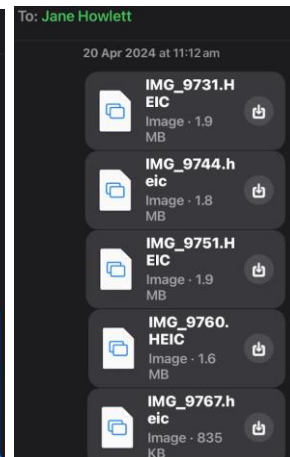
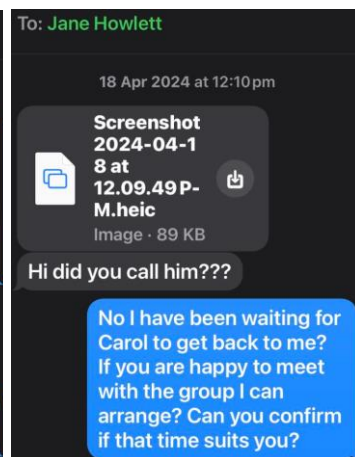
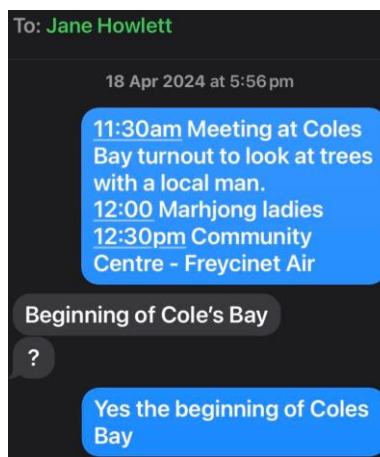
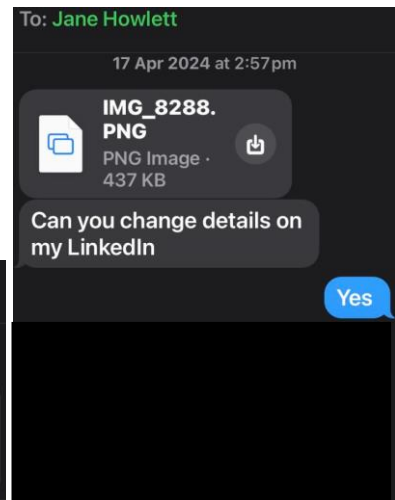
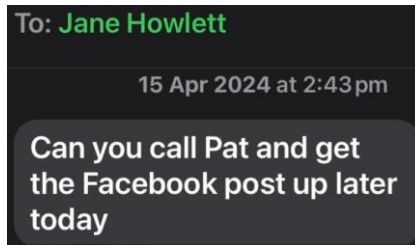
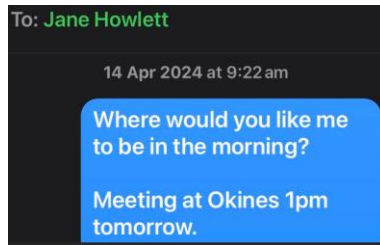


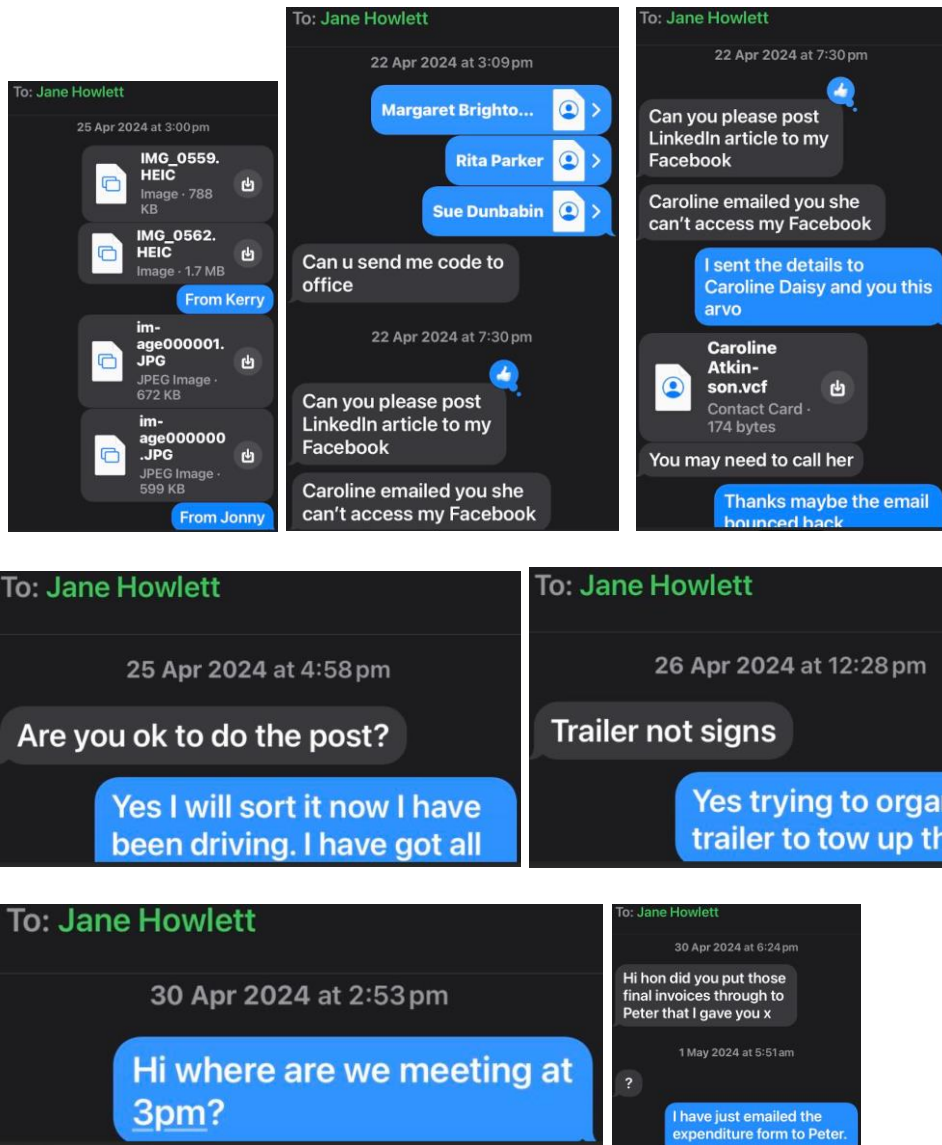












INSTRUMENT OF APPOINTMENT

I, **Jeremy Rockliff**, MP, being and as the Premier of Tasmania, by exercise of the Crown Prerogative DO by this Instrument appoint **Sharee Minnikin-Smith** (the "Appointee") to the position of **Adviser**, in the Office of the **Leader of the Government in the Legislative Council**, ("the Member") or such other comparable position ("the Position") whether in that Office or otherwise as the Premier may from time to time direct, to hold the Position upon the following terms and conditions:

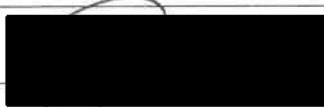
1. By reason of the precarious nature and uncertain duration of political office and recognising the necessity for Members of Parliament to be able to repose the utmost personal trust and confidence in their staff, the appointment shall be for a term commencing on **13 November 2023** and subject to the provisions of Schedule 4, will continue during the pleasure of the Premier but otherwise until the resignation or termination of the Government (hereinafter called "the Termination Date").
2. For the purposes of this Instrument, unless the Premier for the time being otherwise determines, the Government will be deemed to have resigned at the close of business on the day prior to the day on which the Governor renews or issues a commission to form a Government.
3. The Appointee will be subject to the control and direction of the Chief of Staff in the office in which the Appointee is assigned duties or such other person as the Chief of Staff may from time to time authorise in writing ("the Designated Manager").
4. The Appointee will undertake and satisfactorily perform the duties assigned to the Position and/or such other duties as may from time to time be assigned to the Appointee by the Designated Manager.
5. Where the Appointee is directed to temporarily undertake, and performs for at least five consecutive working days, duties which would otherwise attract a higher level of remuneration than that specified in this Instrument ("Higher Duties"), the Appointee will receive remuneration at that higher level in the same proportion as the Higher Duties bear to the whole of the duties performed by the Appointee during the same period.
6. The Appointee will receive remuneration and be subject to the provisions with respect to superannuation set out in Schedule 1.
7. The Appointee will be entitled to the allowances and benefits set out in Schedule 2.
8. The Appointee will abide by the conditions set out in Schedule 3.
9. The appointment may be terminated in accordance with the provisions set out in Schedule 4.
10. If the Appointee:
 - (a) is nominated to become a candidate for election to the Parliament of the Commonwealth or of any State; and
 - (b) is announced, declared or is by any other means formally recognised pursuant to a law of the Commonwealth or of any State to be a candidate for election to the Parliament of the Commonwealth or of any State –

the Appointee's employment is terminated with immediate effect.

11. The Appointee may be entitled to a Severance Benefit subject to, and in accordance with, the provisions set out in Schedule 5.

DATED at HOBART this day of 2023

SIGNED by Carol Jones, Manager Premier and Ministerial Services, for and on behalf of the Premier.

Signature:		Date:	8/12/23
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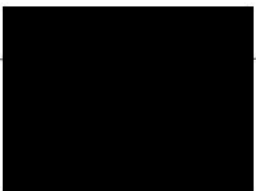
In the presence of:

Name:	Krystyna Chawa		
Signature:		Date:	8/12/23

Signed by the "Appointee"

Signature:		Date:	
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In the presence of:

Name:			
Signature:		Date:	

Schedule I

- 1.1 Remuneration is to be at the rate of **\$90,000** *per annum* and will be subject to any increases in Ministerial and Parliamentary Support remuneration as approved by the Premier from time to time.
- 1.2 Such remuneration will be provided in part by the payment of salary and, if the Appointee so chooses, in part by salary sacrifice contributions as provided in Clause 3 of this Schedule.
2. Notwithstanding that the *Superannuation Guarantee Act 1992* applies to the appointment, the Appointee will be entitled to the benefit of payments of superannuation equivalent to employer-funded superannuation payments made in accordance with the *Public Sector Superannuation Reform Act 2016* as amended from time to time as if the Appointee were, in all relevant respects, an employee within the meaning of that Act.
- 2.1 The Appointee's employer-funded superannuation payments will be maintained during periods of half pay maternity leave and unpaid parental leave up to a period of twelve months.
3. If requested by the Appointee, salary sacrifice contributions, payable by equal fortnightly instalments, will be paid by the employer out of the Appointee's remuneration in accordance with Clause 1.2.

Salary sacrifice contributions may be varied annually, on the written advice of the Appointee, on the anniversary date of the Appointee's appointment or on another date agreed between the Appointee and the Designated Manager.

4. The salary sacrifice contributions will be paid to the default superannuation fund in accordance with the *Public Sector Superannuation Reform Act 2016* or to a superannuation fund nominated by the Appointee which complies with the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth and which accepts payment by way of electronic funds transfer. Appointees may elect to salary sacrifice a proportion of their salary for the purposes of novated leasing of a motor vehicle.
5. Subject to the approval of the Designated Manager the Appointee may receive a First Aid Allowance payable in accordance with the provisions of the *Tasmanian State Service Award* as varied from time to time which shall apply as if the Appointee were an employee under that Award.

Schedule 2

1. EXPENSES INCURRED ON OFFICIAL BUSINESS

- 1.1 The Appointee will be entitled to reimbursement for the actual cost of all reasonable expenses incurred on official business and as a consequence of travelling on official business intrastate, interstate or overseas. In determining what is a reasonable expense (both in nature and quantum) regard shall be had to the Travel and Accommodation rates as specified in the *Tasmanian State Service Award* as varied from time to time.

2. LEAVE PROVISIONS

- 2.1 The Appointee is entitled to 20 days Personal Leave *per annum* accruing at the rate of 5.65 hours pro rata upon the completion of each fortnight of service and shall be cumulative. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1. Any personal leave not used in any personal leave year is added to the following year's entitlement to a maximum entitlement of 260 days.
- 2.2 The Appointee may in each year of the appointment use up to 20 days of the Appointee's accrued Personal Leave to care for members of the Appointee's immediate family or household who are sick and who require care and support or who require care due to an unexpected emergency. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1.
- 2.3 The definition of and the notification and evidence requirements for Personal Leave shall be in accordance with the provisions of Part VIII, Clauses 3 (a),(i), (j), (k), (l) and (m) of the *Tasmanian State Service Award* as varied from time to time so far as they may be applicable as if the Appointee were an employee under that Award.
- 2.4 The Appointee will be entitled to 20 days Recreation Leave *per annum* accruing pro rata upon the completion of each fortnight of service. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1. Personal Leave taken during a period of Recreation Leave will not be counted as Recreation Leave if the Appointee provides a medical certificate from a registered health practitioner.
- 2.5 The Appointee must not, without the written permission of the Premier, accrue Recreation Leave in excess of 40 days. Any Recreation Leave accrued in excess of such limit and without such permission, will be forfeited. In the case of an appointee who receives Proportionate Remuneration the limit is reduced to the percentage set out in Clause 1.1 of Schedule 1.
- 2.6 The Appointee is entitled to Parental Leave, Compassionate and Bereavement Leave and Family Violence Leave in accordance with the relevant provisions in the *Tasmanian State Service Award* as varied from time to time as if the Appointee were an employee under that Award.

- 2.7 The Premier may grant such other leave (paid or unpaid) under such conditions that are determined.
- 2.8 Any periods of absence without pay of more than 20 working days in aggregate in any leave year of this appointment will not count as service for the purpose of calculating the Appointee's Personal Leave and Recreation Leave entitlements. For the purposes of this Clause 2.8, a "leave year" shall be reckoned from the date of the commencement of this or any preceding appointment or any anniversary thereof.
- 2.9 Notwithstanding that the *Long Service Leave Act 1976* applies to the appointment, Long Service Leave entitlements will accrue and will be granted to the Appointee in accordance with the *Long Service Leave (State Employees) Act 1994* as if the Appointee were, in all relevant respects, an employee within the meaning of that Act.

Schedule 3

1. HOURS OF WORK

- 1.1 The Appointee will work such hours and days as agreed between the Appointee and the Designated Manager to safely and satisfactorily perform the duties assigned to the Position and/or such other duties as may from time to time be assigned to the Appointee.

2. OUTSIDE WORK

- 2.1 The Appointee will not without the permission of the Designated Manager hold any position of profit or engage in any activity for reward outside the duties of the Position to which the Appointee is appointed by this Instrument.

3. INTELLECTUAL PROPERTY

- 3.1 The Appointee will not disclose or use for personal advantage or for the advantage of any other person or entity any information gained during and in consequence of the appointment except as required for the purposes of this appointment or by law. This provision will continue to apply to the Appointee following the termination of this appointment until such time as the information has been released by or with the approval of the Crown into the public domain.

4. CONDUCT

- 4.1 The Appointee is to comply with the Ministerial and Electorate Office Staff Code of Conduct as approved by the Government from time to time or in the absence of such Code Clause 4.2 of this Schedule will apply.
- 4.2 The Appointee shall maintain a standard of conduct necessary to ensure that the integrity and ethical standards expected of a servant of the Crown are maintained. The Appointee is required to:
- (a) behave honestly and with integrity;
 - (b) act with care and diligence;
 - (c) treat everyone with respect and without harassment, victimisation or discrimination;
 - (d) comply with all applicable Australian law;
 - (e) comply with any lawful and reasonable direction given by a person having authority to give the direction;
 - (f) maintain appropriate confidentiality about dealings of, and information acquired;
 - (g) disclose, and take reasonable steps to avoid, any conflict of interest;
 - (h) use Tasmanian Government resources in a proper manner;
 - (i) not knowingly provide false or misleading information;
 - (j) not make improper use of information gained in the course of employment or of the status, power or authority derived from the employment in order to gain, or seek to gain, a gift, benefit or advantage for themselves or for any other person;
 - (k) declare a gift received in the course of employment or in relation to their appointment to the Designated Manager; and

(l) comply with the Lobbying Code of Conduct.

4.3 For the purpose of 4.2(l) the Lobbying Code of Conduct is the Tasmanian Government Lobbying Code of Conduct published from time to time.

Schedule 4

TERMINATION

1. The Premier may terminate this appointment without notice if the Appointee is found to have engaged in serious and wilful misconduct or if the Appointee has abandoned the Position.
2. Consistently with the matters referred to in Clause 1 of this Instrument, the Premier may terminate this appointment at any time by the giving of notice in writing as provided in Clause 4 of this Schedule or by payment in lieu of such notice.
3. The Appointee may terminate this appointment at any time by the giving of 14 calendar days (or such shorter period as the Premier or Designated Manager may accept) notice in writing.

PERIOD OF NOTICE

4. Where termination occurs upon notice given by the Premier, the period of notice will be calculated in accordance with the following:

- (i) For the purposes of Sub-clauses (ii) and (iii) of this Clause;

“Continuous Service” means any uninterrupted service under this Instrument and any consecutive preceding uninterrupted service under any other similar instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative but does not include any service under or pursuant to the *State Service Act 2000*, and

“Period of Continuous Service” does not include any period or periods of leave without pay taken by the Appointee which, in aggregate, exceeds 20 working days.

- (ii)

Period of Continuous Service	Period of Notice
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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

- (iii) In addition to the period of notice herein provided an Appointee aged 45 years or older as at the Termination Date with two or more years of continuous service, is entitled to an additional week's notice.

Schedule 5

SEVERANCE BENEFITS

1. Subject to Clause 2 of this Schedule and, in recognition of the precarious nature of the Appointment, if;
 - (a) the term of this Appointment expires, or
 - (b) the Appointment is terminated by the Premier prior to the expiry of the term of the Appointment, or by the resignation or earlier termination of the Government,

the Appointee is entitled to receive a severance benefit calculated in accordance with Clause 3 of this Schedule.

2. Notwithstanding the provisions of Clause 1 of this Schedule an Appointee is not entitled to receive a severance benefit if;
 - (a) the Appointment is terminated in accordance with the provisions of either of Clause 1 or Clause 3 of Schedule 4 to this Instrument, or
 - (b) the Appointee was entitled to and received within the four months preceding the Termination Date a severance benefit pursuant to the provisions of any other instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative.
3. For the purposes of Clause 1 of this Schedule the Appointee will receive a severance benefit equivalent to the remuneration that is payable to the Appointee in accordance with Clause 1.1 of Schedule 1 to this Instrument in respect of the number of weeks set forth in row of the column entitled 'Severance Benefit' in following table which corresponds to the period of the Appointee's Continuous Service.

Period of Continuous Service	Severance Benefit
Less than six months	NIL
Six months or more but less than one year	Two weeks
One year or more but less than two years	Six weeks
Two years or more but less than three years	Eight weeks
Three years or more but less than four years	Ten weeks
Four years or more but less than five years	Eleven weeks
Five years or more but less than ten years	Twelve weeks
Ten years or more	Fifteen weeks

- (i) Subject to Sub-clause (iv) hereof, for the purposes of this Clause 3 "Continuous Service" includes any periods of service under this Instrument and under any other similar instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative which are not separated by any single period of greater than 28 calendar days but does not include any service under or pursuant to the *State Service Act 2000*.
 - (ii) For the purposes of this Clause 3, if the Appointee's service included a period or periods of Proportionate Remuneration the rate of remuneration upon which the severance benefit is to be calculated is the rate applicable to the Appointee immediately prior to the Termination Date, unless that rate was varied within the 12 months immediately preceding the Termination Date, in which case the average of the Appointee's rate of remuneration during the 12 months (or such lesser period) immediately preceding the Termination Date will be used.
 - (iii) For the purposes of this Clause 3, if not more than three months before termination of this appointment the Appointee held an appointment made by the State of Tasmania pursuant to the Crown Prerogative ("the Preceding Appointment") the rate of remuneration upon which any severance benefit is to be calculated shall be the greater of;
 - (a) the rate of remuneration that is payable to the Appointee under this Instrument as at the Termination Date, or
 - (b) the rate of remuneration that was payable to the Appointee at the date of the expiry or termination of the Preceding Appointment.
 - (iv) Where the aggregate of all periods of leave without pay taken by the Appointee in any leave year of this or any preceding appointment exceeds 20 working days, none of those periods will count as service for the purposes of calculating the Appointee's length of service for a severance benefit.
 - (v) For the purposes of this Clause 3;
 - (a) a "leave year" shall be reckoned from the date of the commencement of this or any preceding appointment or any anniversary thereof, and
 - (b) the rate of remuneration upon which the severance benefit is calculated does not include any allowances of which the Appointee was not in receipt for a continuous period of at least 12 months immediately preceding the Termination Date.
4. The Appointee will receive payment for any accrued and unused Recreation Leave and payment for any Long Service Leave entitlement or allowance in accordance with the provisions of Clause 2.4 and 2.9 of Schedule 2.

5. FORFEITURE AND REPAYMENT DUE TO SUBSEQUENT EMPLOYMENT UNDER THE CROWN

5.1 For the purposes of this Clause 5;

5.1.1 “the Preclusion Period” means the period commencing on the Termination Date and ending after the number of weeks referred to in the row of the column entitled “Severance Benefit” in the table set forth in Clause 3 of this Schedule which is applicable to the calculation of the Appointee’s severance benefit.

5.2 If the Appointee receives any severance benefit under this Schedule and, within the Preclusion Period, receives or becomes entitled to receive any remuneration arising from the Appointee’s election to the Parliament of the State or arising from the Appointee’s appointment to or employment in any other office of profit under the Crown in Right of Tasmania then the Appointee shall forfeit his or her entitlement to any severance benefit and where a severance benefit has been paid to the Appointee the Appointee shall within 30 days of such election, appointment or employment as aforesaid repay to the State of Tasmania an amount which bears the same proportion to the amount of the severance benefit so paid as the unexpired portion of the Preclusion Period bears to the Preclusion Period.

5.3 In the event that an appointment as referred to in Clause 5.2 (“the Subsequent Appointment”) is for a period which ends before the end of the Preclusion Period, the liability of the Appointee to make a repayment to the State of Tasmania will be reduced by an amount which bears the same proportion to the total severance benefit paid to the Appointee as the period of the Subsequent Appointment bears to the Preclusion Period.

6. Any severance benefit to which the Appointee is entitled pursuant to this Schedule does not become due and payable to or on behalf of the Appointee until 28 calendar days after the date upon which the appointment is or is taken by virtue of the provisions of this Instrument to have been terminated.

INSTRUMENT OF APPOINTMENT

I, **Jeremy Rockliff**, MP, being and as the Premier of Tasmania, by exercise of the Crown Prerogative DO by this Instrument appoint **Sharee Minnikin-Smith** (the “Appointee”) to the position of **Adviser**, in the **Office of the Honourable Jane Howlett, MP**, (“the Member”) or such other comparable position (“the Position”) whether in that Office or otherwise as the Premier may from time to time direct, to hold the Position upon the following terms and conditions:

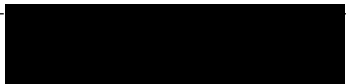
1. By reason of the precarious nature and uncertain duration of political office and recognising the necessity for Members of Parliament to be able to repose the utmost personal trust and confidence in their staff, the appointment shall be for a term commencing on **11 April 2024** and subject to the provisions of Schedule 4, will continue during the pleasure of the Premier but otherwise until the resignation or termination of the Government (hereinafter called “the Termination Date”).
2. For the purposes of this Instrument, unless the Premier for the time being otherwise determines, the Government will be deemed to have resigned at the close of business on the day prior to the day on which the Governor renews or issues a commission to form a Government.
3. The Appointee will be subject to the control and direction of the Chief of Staff in the office in which the Appointee is assigned duties or such other person as the Chief of Staff may from time to time authorise in writing (“the Designated Manager”).
4. The Appointee will undertake and satisfactorily perform the duties assigned to the Position and/or such other duties as may from time to time be assigned to the Appointee by the Designated Manager.
5. With reference to the Ministerial and Parliamentary Salary Scales as determined from time to time by the Premier, where the Appointee is directed to temporarily undertake, and performs for at least five consecutive working days, duties which would otherwise attract a higher level of remuneration than that specified in this Instrument (“Higher Duties”), the Appointee will receive remuneration at that higher level in the same proportion as the Higher Duties bear to the whole of the duties performed by the Appointee during the same period.
6. The Appointee will receive remuneration and be subject to the provisions with respect to superannuation set out in Schedule 1.
7. The Appointee will be entitled to the allowances and benefits set out in Schedule 2.
8. The Appointee will abide by the conditions set out in Schedule 3.
9. The appointment may be terminated in accordance with the provisions set out in Schedule 4.
10. If the Appointee:
 - (a) is nominated to become a candidate for election to the Parliament of the Commonwealth or of any State; and

(b) is announced, declared or is by any other means formally recognised pursuant to a law of the Commonwealth or of any State to be a candidate for election to the Parliament of the Commonwealth or of any State –

the Appointee's employment is terminated with immediate effect.

11. The Appointee may be entitled to a Severance Benefit subject to, and in accordance with, the provisions set out in Schedule 5.

SIGNED by Carol Jones, Manager, Premier and Ministerial Services, Office of the Premier, for and on behalf of the Premier

Signature:		Date:	20 May 2024
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Signed by the "Appointee"

Signature:		Date:	
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Schedule 1

- 1.1 Remuneration is to be at the rate of **\$99,025 per annum** and will be subject to any increases in Ministerial and Parliamentary Support salaries as approved by the Premier from time to time.
- 1.2 Such remuneration will be provided in part by the payment of salary and, if the Appointee so chooses, in part by salary sacrifice contributions as provided in Clause 3 of this Schedule.
2. Notwithstanding that the *Superannuation Guarantee Act 1992* applies to the appointment, the Appointee will be entitled to the benefit of payments of superannuation equivalent to employer-funded superannuation payments made in accordance with the *Public Sector Superannuation Reform Act 2016* as amended from time to time as if the Appointee were, in all relevant respects, an employee within the meaning of that Act.
- 2.1 The Appointee's employer-funded superannuation payments will be maintained in accordance with Part II, Clause 4 of the Tasmanian State Service Award as varied from time to time which shall apply as if the appointee were an employee under that Award.
3. If requested by the Appointee, salary sacrifice contributions, payable by equal fortnightly instalments, will be paid by the employer out of the Appointee's remuneration in accordance with Clause 1.2.

The salary sacrifice contributions will be paid to the default superannuation fund in accordance with the *Public Sector Superannuation Reform Act 2016* or to a superannuation fund nominated by the Appointee which complies with the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth and which accepts payment by way of electronic funds transfer.

4. Appointees may elect to salary sacrifice a proportion of their salary for the purposes of novated leasing of a motor vehicle in accordance with the provisions of the *Public Sector Wages Agreement* as varied from time to time which shall apply as if the Appointee were an employee under that agreement.
5. Subject to the approval of the Designated Manager the Appointee may receive a First Aid Allowance payable in accordance with the provisions of the Tasmanian State Service Award as varied from time to time which shall apply as if the Appointee were an employee under that Award.

Schedule 2

1. EXPENSES INCURRED ON OFFICIAL BUSINESS

- 1.1 The Appointee will be entitled to reimbursement for the actual cost of all reasonable expenses incurred on official business and as a consequence of travelling on official business intrastate, interstate or overseas. In determining what is a reasonable expense (both in nature and quantum) regard shall be had to the Travel and Accommodation rates as specified in the Tasmanian State Service Award as varied from time to time.

2. LEAVE PROVISIONS

- 2.1 The Appointee is entitled to 20 days Personal Leave *per annum* accruing upon the completion of each fortnight of service and shall be cumulative. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage. Any personal leave not used in any personal leave year is added to the following year's entitlement to a maximum entitlement of 260 days.
- 2.2 The Appointee may in each year of the appointment use up to 20 days of the Appointee's accrued Personal Leave each year to provide care or support for a member of the Appointee's immediate family or household who is ill or injured or due to an unexpected emergency. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage.
- 2.3 The definition of and the notification and evidence requirements for Personal Leave shall be in accordance with the provisions of Part VIII, Clauses 3 (a), (b), (c), (d), (h), (i), (j), (k), (l), (m) and (n) of the *Tasmanian State Service Award* as varied from time to time as if the Appointee were an employee under that Award.
- 2.4 The Appointee will be entitled to 20 days Recreation Leave *per annum* accruing upon the completion of each fortnight of service. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage. Personal Leave taken during a period of Recreation Leave will not be counted as Recreation Leave if the Appointee provides a medical certificate from a registered health practitioner.
- 2.5 The Appointee must not, without the written permission of the Premier, accrue Recreation Leave in excess of 40 days. Any Recreation Leave accrued in excess of such limit and without such permission, will be forfeited. In the case of an appointee who receives Proportionate Remuneration the limit is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage.

- 2.6 The Appointee is entitled to Parental Leave, Compassionate and Bereavement Leave, Defence Force Leave, Family Violence Leave, Foster and Kinship Care Leave, Surrogacy Leave, Aboriginal Cultural Leave, Disability Leave and Gender Affirmation Leave in accordance with the relevant provisions in the Tasmanian State Service Award as varied from time to time as if the Appointee were an employee under that Award.
- 2.7 The Premier may grant such other leave (paid or unpaid) under such conditions that are determined.
- 2.8 Any periods of absence without pay of more than 20 working days in aggregate in any leave year of this appointment will not count as service for the purpose of calculating the Appointee's Personal Leave and Recreation Leave entitlements. For the purposes of this Clause 2.8, a "leave year" shall be reckoned from the date of the commencement of this or any preceding appointment or any anniversary thereof.
- 2.9 Notwithstanding that the *Long Service Leave Act 1976* applies to the appointment, Long Service Leave entitlements will accrue and will be granted to the Appointee in accordance with the *Long Service Leave (State Employees) Act 1994* as if the Appointee were, in all relevant respects, an employee within the meaning of that Act.

Schedule 3

I. HOURS OF WORK

- 1.1 The Appointee will work such hours and days as agreed between the Appointee and the Designated Manager to safely and satisfactorily perform the duties assigned to the Position and/or such other duties as may from time to time be assigned to the Appointee.

2. OUTSIDE WORK

- 2.1 The Appointee will not without the permission of the Designated Manager hold any position of profit or engage in any activity for reward outside the duties of the Position to which the Appointee is appointed by this Instrument.

3. INTELLECTUAL PROPERTY

- 3.1 The Appointee will not disclose or use for personal advantage or for the advantage of any other person or entity any information gained during and in consequence of the appointment except as required for the purposes of this appointment or by law. This provision will continue to apply to the Appointee following the termination of this appointment until such time as the information has been released by or with the approval of the Crown into the public domain.

4. CONDUCT

- 4.1 The Appointee is to comply with the Ministerial and Electorate Office Staff Code of Conduct as approved by the Government from time to time or in the absence of such Code Clause 4.2 of this Schedule will apply.
- 4.2 The Appointee shall maintain a standard of conduct necessary to ensure that the integrity and ethical standards expected of a servant of the Crown are maintained. The Appointee is required to:
- (a) behave honestly and with integrity;
 - (b) act with care and diligence;
 - (c) treat everyone with respect and without harassment, victimisation or discrimination;
 - (d) comply with all applicable Australian law;
 - (e) comply with any lawful and reasonable direction given by a person having authority to give the direction;
 - (f) maintain appropriate confidentiality about dealings of, and information acquired;
 - (g) disclose, and take reasonable steps to avoid, any conflict of interest;
 - (h) use Tasmanian Government resources in a proper manner;
 - (i) not knowingly provide false or misleading information;
 - (j) not make improper use of information gained in the course of employment or of the status, power or authority derived from the employment in order to gain, or seek to gain, a gift, benefit or advantage for themselves or for any other person;

- (k) declare a gift received in the course of employment or in relation to their appointment to the Designated Manager; and
- (l) comply with the Lobbying Code of Conduct.

4.3 For the purpose of 4.2(l) the Lobbying Code of Conduct is the Tasmanian Government Lobbying Code of Conduct published from time to time.

Schedule 4

TERMINATION

1. The Premier may terminate this appointment without notice if the Appointee is found to have engaged in serious and wilful misconduct or if the Appointee has abandoned the Position.
2. Consistently with the matters referred to in Clause 1 of this Instrument, the Premier may terminate this appointment at any time by the giving of notice in writing as provided in Clause 4 of this Schedule or by payment in lieu of such notice.
3. The Appointee may terminate this appointment at any time by the giving of 14 calendar days (or such shorter period as the Premier or Designated Manager may accept) notice in writing.

PERIOD OF NOTICE

4. Where termination occurs upon notice given by the Premier, the period of notice will be calculated in accordance with the following:

- (i) For the purposes of Sub-clauses (ii) and (iii) of this Clause;

“Continuous Service” means any uninterrupted service under this Instrument and any consecutive preceding uninterrupted service under any other similar instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative but does not include any service under or pursuant to the *State Service Act 2000*, and

“Period of Continuous Service” does not include any period or periods of leave without pay taken by the Appointee which, in aggregate, exceeds 20 working days.

- | (ii) | <table border="0"> <tr> <th style="text-align: left;">Period of Continuous Service</th> <th style="text-align: left;">Period of Notice</th> </tr> <tr> <td>From commencement and up to the completion of 3 years</td> <td>2 weeks</td> </tr> <tr> <td>3 years and up to the completion of 5 years</td> <td>3 weeks</td> </tr> <tr> <td>5 years and over</td> <td>4 weeks</td> </tr> </table> | Period of Continuous Service | Period of Notice | 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 |
|---|--|-------------------------------------|-------------------------|---|---------|---|---------|------------------|---------|
| Period of Continuous Service | Period of Notice | | | | | | | | |
| 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 | | | | | | | | |
| (iii) | In addition to the period of notice herein provided an Appointee aged 45 years or older as at the Termination Date with two or more years of continuous service, is entitled to an additional week's notice. | | | | | | | | |

Schedule 5

SEVERANCE BENEFITS

1. Subject to Clause 2 of this Schedule and, in recognition of the precarious nature of the Appointment, if;
 - (a) the term of this Appointment expires, or
 - (b) the Appointment is terminated by the Premier prior to the expiry of the term of the Appointment, or by the resignation or earlier termination of the Government,

the Appointee is entitled to receive a severance benefit calculated in accordance with Clause 3 of this Schedule.
2. Notwithstanding the provisions of Clause 1 of this Schedule an Appointee is not entitled to receive a severance benefit if;
 - (a) the Appointment is terminated in accordance with the provisions of either of Clause 1 or Clause 3 of Schedule 4 to this Instrument, or
 - (b) the Appointee was entitled to and received within the four months preceding the Termination Date a severance benefit pursuant to the provisions of any other instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative.
3. For the purposes of Clause 1 of this Schedule the Appointee will receive a severance benefit equivalent to the remuneration that is payable to the Appointee in accordance with Clause 1.1 of Schedule 1 to this Instrument in respect of the number of weeks set forth in row of the column entitled 'Severance Benefit' in following table which corresponds to the period of the Appointee's Continuous Service.

Period of Continuous Service	Severance Benefit
Less than six months	NIL
Six months or more but less than one year	Two weeks
One year or more but less than two years	Six weeks
Two years or more but less than three years	Eight weeks
Three years or more but less than four years	Ten weeks
Four years or more but less than five years	Eleven weeks
Five years or more but less than ten years	Twelve weeks
Ten years or more	Fifteen weeks

- (i) Subject to Sub-clause (iv) hereof, for the purposes of this Clause 3 “Continuous Service” includes any periods of service under this Instrument and under any other similar instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative which are not separated by any single period of greater than 28 calendar days but does not include any service under or pursuant to the *State Service Act 2000*.
 - (ii) For the purposes of this Clause 3, if the Appointee’s service included a period or periods of Proportionate Remuneration the rate of remuneration upon which the severance benefit is to be calculated is the rate applicable to the Appointee immediately prior to the Termination Date, unless that rate was varied within the 12 months immediately preceding the Termination Date, in which case the average of the Appointee’s rate of remuneration during the 12 months (or such lesser period) immediately preceding the Termination Date will be used.
 - (iii) For the purposes of this Clause 3, if not more than three months before termination of this appointment the Appointee held an appointment made by the State of Tasmania pursuant to the Crown Prerogative (“the Preceding Appointment”) the rate of remuneration upon which any severance benefit is to be calculated shall be the greater of;
 - (a) the rate of remuneration that is payable to the Appointee under this Instrument as at the Termination Date, or
 - (b) the rate of remuneration that was payable to the Appointee at the date of the expiry or termination of the Preceding Appointment.
 - (iv) Where the aggregate of all periods of leave without pay taken by the Appointee in any leave year of this or any preceding appointment exceeds 20 working days, none of those periods will count as service for the purposes of calculating the Appointee’s length of service for a severance benefit.
 - (v) For the purposes of this Clause 3;
 - (a) a “leave year” shall be reckoned from the date of the commencement of this or any preceding appointment or any anniversary thereof, and
 - (b) the rate of remuneration upon which the severance benefit is calculated does not include any allowances of which the Appointee was not in receipt for a continuous period of at least 12 months immediately preceding the Termination Date.
4. The Appointee will receive payment for any accrued and unused Recreation Leave and payment for any Long Service Leave entitlement or

allowance in accordance with the provisions of Clause 2.4 and 2.9 of Schedule 2.

5. FORFEITURE AND REPAYMENT DUE TO SUBSEQUENT EMPLOYMENT UNDER THE CROWN

5.1 For the purposes of this Clause 5;

5.1.1 “the Preclusion Period” means the period commencing on the day after the Termination Date and ending after the number of weeks referred to in the row of the column entitled “Severance Benefit” in the table set forth in Clause 3 of this Schedule which is applicable to the calculation of the Appointee’s severance benefit.

5.2 If the Appointee receives any severance benefit under this Schedule and, within the Preclusion Period, receives or becomes entitled to receive any remuneration arising from the Appointee’s election to the Parliament of the State or arising from the Appointee’s appointment to or employment in any other office of profit under the Crown in Right of Tasmania then the Appointee shall forfeit his or her entitlement to any severance benefit and where a severance benefit has been paid to the Appointee the Appointee shall within 30 days of such election, appointment or employment as aforesaid repay to the State of Tasmania an amount which bears the same proportion to the amount of the severance benefit so paid as the unexpired portion of the Preclusion Period bears to the Preclusion Period.

5.3 In the event that an appointment as referred to in Clause 5.2 (“the Subsequent Appointment”) is for a period which ends before the end of the Preclusion Period, the liability of the Appointee to make a repayment to the State of Tasmania will be reduced by an amount which bears the same proportion to the total severance benefit paid to the Appointee as the period of the Subsequent Appointment bears to the Preclusion Period.

6. Any severance benefit to which the Appointee is entitled pursuant to this Schedule does not become due and payable to or on behalf of the Appointee until 28 calendar days after the date upon which the appointment is or is taken by virtue of the provisions of this Instrument to have been terminated.

INSTRUMENT OF APPOINTMENT

I, **Jeremy Rockliff**, MP, being and as the Premier of Tasmania, by exercise of the Crown Prerogative DO by this Instrument appoint **Sharee Minnikin-Smith** (the “Appointee”) to the position of **Electorate Officer**, in the **Electorate Office of Mark Shelton, MP** (“the Member”) or such other comparable position (“the Position”) whether in that Office or otherwise as the Premier may from time to time direct, to hold the Position upon the following terms and conditions:

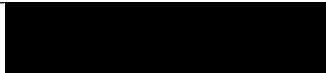
1. By reason of the precarious nature and uncertain duration of political office and recognising the necessity for Members of either House of Parliament to be able to repose the utmost personal trust and confidence in their staff, the appointment shall be for a term commencing on **3 July 2024** and subject to the provisions of Schedule 4, will continue during the pleasure of the Premier but otherwise until **3 January 2025** or the resignation or termination of the Government whichever first occurs (hereinafter called “the Termination Date”).
2. For the purposes of this Instrument, unless the Premier for the time being otherwise determines, the Government will be deemed to have resigned at the close of business on the day prior to the day on which the Governor renews or issues a commission to form a Government.
3. The Appointee will be subject to the control and direction of the Member in the office in which the Appointee is assigned duties or such other person as the Member may from time to time authorise in writing (“the Designated Manager”).
4. The Appointee will undertake and satisfactorily perform the duties assigned to the Position and/or such other duties as may from time to time be assigned to the Appointee by the Designated Manager.
5. With reference to the Ministerial and Parliamentary Salary Scales as determined from time to time by the Premier, where the Appointee is directed to temporarily undertake, and performs for at least five consecutive working days, duties which would otherwise attract a higher level of remuneration than that specified in this Instrument (“Higher Duties”), the Appointee will receive remuneration at that higher level in the same proportion as the Higher Duties bear to the whole of the duties performed by the Appointee during the same period.
6. The Appointee will receive remuneration and be subject to the provisions with respect to superannuation set out in Schedule 1.
7. The Appointee will be entitled to the allowances and benefits set out in Schedule 2.
8. The Appointee will abide by the conditions set out in Schedule 3.
9. The appointment may be terminated in accordance with the provisions set out in Schedule 4.
10. If the Appointee:
 - (a) is nominated to become a candidate for election to the Parliament of the Commonwealth or of any State; and

(b) is announced, declared or is by any other means formally recognised pursuant to a law of the Commonwealth or of any State to be a candidate for election to the Parliament of the Commonwealth or of any State –

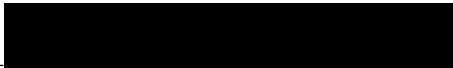
the Appointee's employment is terminated with immediate effect.

11. The Appointee may be entitled to a Severance Benefit subject to, and in accordance with, the provisions set out in Schedule 5.

SIGNED by Carol Jones, Manager, Premier and Ministerial Services, Office of the Premier, for and on behalf of the Premier

Signature:		Date:	28 June, 2024
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Signed by the "Appointee"

Signature:		Date:	1 July 2024
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Schedule 1

- 1.1 Remuneration is to be at the rate of **54.42** percent of **\$92,700** *per annum* ("Proportionate Remuneration") and will be subject to any increases in Ministerial and Parliamentary Support salaries as approved by the Premier from time to time.
- 1.2 Such remuneration will be provided in part by the payment of salary and, if the Appointee so chooses, in part by salary sacrifice contributions as provided in Clause 3 of this Schedule.
2. Notwithstanding that the *Superannuation Guarantee Act 1992* applies to the appointment, the Appointee will be entitled to the benefit of payments of superannuation equivalent to employer-funded superannuation payments made in accordance with the *Public Sector Superannuation Reform Act 2016* as amended from time to time as if the Appointee were, in all relevant respects, an employee within the meaning of that Act.
 - 2.1 The Appointee's employer-funded superannuation payments will be maintained in accordance with Part II, Clause 4 of the Tasmanian State Service Award as varied from time to time which shall apply as if the appointee were an employee under that Award.
3. If requested by the Appointee, salary sacrifice contributions, payable by equal fortnightly instalments, will be paid by the employer out of the Appointee's remuneration in accordance with Clause 1.2.

The salary sacrifice contributions will be paid to the default superannuation fund in accordance with the *Public Sector Superannuation Reform Act 2016* or to a superannuation fund nominated by the Appointee which complies with the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth and which accepts payment by way of electronic funds transfer.
4. Appointees may elect to salary sacrifice a proportion of their salary for the purposes of novated leasing of a motor vehicle in accordance with the provisions of the *Public Sector Wages Agreement* as varied from time to time which shall apply as if the Appointee were an employee under that agreement.
5. Subject to the approval of the Designated Manager the Appointee may receive a First Aid Allowance payable in accordance with the provisions of the Tasmanian State Service Award as varied from time to time which shall apply as if the Appointee were an employee under that Award.

Schedule 2

1. EXPENSES INCURRED ON OFFICIAL BUSINESS

- 1.1 The Appointee will be entitled to reimbursement for the actual cost of all reasonable expenses incurred on official business and as a consequence of travelling on official business intrastate, interstate or overseas. In determining what is a reasonable expense (both in nature and quantum) regard shall be had to the Travel and Accommodation rates as specified in the Tasmanian State Service Award as varied from time to time.

2. LEAVE PROVISIONS

- 2.1 The Appointee is entitled to 20 days Personal Leave *per annum* accruing upon the completion of each fortnight of service and shall be cumulative. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage. Any personal leave not used in any personal leave year is added to the following year's entitlement to a maximum entitlement of 260 days.
- 2.2 The Appointee may in each year of the appointment use up to 20 days of the Appointee's accrued Personal Leave each year to provide care or support for a member of the Appointee's immediate family or household who is ill or injured or due to an unexpected emergency. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage.
- 2.3 The definition of and the notification and evidence requirements for Personal Leave shall be in accordance with the provisions of Part VIII, Clauses 3 (a), (b), (c), (d), (h), (i), (j), (k), (l), (m) and (n) of the *Tasmanian State Service Award* as varied from time to time as if the Appointee were an employee under that Award.
- 2.4 The Appointee will be entitled to 20 days Recreation Leave *per annum* accruing upon the completion of each fortnight of service. In the case of an appointee who receives Proportionate Remuneration the entitlement is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage. Personal Leave taken during a period of Recreation Leave will not be counted as Recreation Leave if the Appointee provides a medical certificate from a registered health practitioner.
- 2.5 The Appointee must not, without the written permission of the Premier, accrue Recreation Leave in excess of 40 days. Any Recreation Leave accrued in excess of such limit and without such permission, will be forfeited. In the case of an appointee who receives Proportionate Remuneration the limit is reduced to the percentage set out in Clause 1.1 of Schedule 1 or the approved percentage.

- 2.6 The Appointee is entitled to Parental Leave, Compassionate and Bereavement Leave, Defence Force Leave, Family Violence Leave, Foster and Kinship Care Leave, Surrogacy Leave, Aboriginal Cultural Leave, Disability Leave and Gender Affirmation Leave in accordance with the relevant provisions in the Tasmanian State Service Award as varied from time to time as if the Appointee were an employee under that Award.
- 2.7 The Premier may grant such other leave (paid or unpaid) under such conditions that are determined.
- 2.8 Any periods of absence without pay of more than 20 working days in aggregate in any leave year of this appointment will not count as service for the purpose of calculating the Appointee's Personal Leave and Recreation Leave entitlements. For the purposes of this Clause 2.8, a "leave year" shall be reckoned from the date of the commencement of this or any preceding appointment or any anniversary thereof.
- 2.9 Notwithstanding that the *Long Service Leave Act 1976* applies to the appointment, Long Service Leave entitlements will accrue and will be granted to the Appointee in accordance with the *Long Service Leave (State Employees) Act 1994* as if the Appointee were, in all relevant respects, an employee within the meaning of that Act.

Schedule 3

I. HOURS OF WORK

- 1.1 The Appointee will work such hours and days as agreed between the Appointee and the Designated Manager to safely and satisfactorily perform the duties assigned to the Position and/or such other duties as may from time to time be assigned to the Appointee.

2. OUTSIDE WORK

- 2.1 The Appointee will not without the permission of the Designated Manager hold any position of profit or engage in any activity for reward outside the duties of the Position to which the Appointee is appointed by this Instrument.

3. INTELLECTUAL PROPERTY

- 3.1 The Appointee will not disclose or use for personal advantage or for the advantage of any other person or entity any information gained during and in consequence of the appointment except as required for the purposes of this appointment or by law. This provision will continue to apply to the Appointee following the termination of this appointment until such time as the information has been released by or with the approval of the Crown into the public domain.

4. CONDUCT

- 4.1 The Appointee is to comply with the Ministerial and Electorate Office Staff Code of Conduct as approved by the Government from time to time or in the absence of such Code Clause 4.2 of this Schedule will apply.
- 4.2 The Appointee shall maintain a standard of conduct necessary to ensure that the integrity and ethical standards expected of a servant of the Crown are maintained. The Appointee is required to:
- (a) behave honestly and with integrity;
 - (b) act with care and diligence;
 - (c) treat everyone with respect and without harassment, victimisation or discrimination;
 - (d) comply with all applicable Australian law;
 - (e) comply with any lawful and reasonable direction given by a person having authority to give the direction;
 - (f) maintain appropriate confidentiality about dealings of, and information acquired;
 - (g) disclose, and take reasonable steps to avoid, any conflict of interest;
 - (h) use Tasmanian Government resources in a proper manner;
 - (i) not knowingly provide false or misleading information;
 - (j) not make improper use of information gained in the course of employment or of the status, power or authority derived from the employment in order to gain, or seek to gain, a gift, benefit or advantage for themselves or for any other person;

- (k) declare a gift received in the course of employment or in relation to their appointment to the Designated Manager; and
- (l) comply with the Lobbying Code of Conduct.

4.3 For the purpose of 4.2(l) the Lobbying Code of Conduct is the Tasmanian Government Lobbying Code of Conduct published from time to time.

Schedule 4

TERMINATION

1. The Premier may terminate this appointment without notice if the Appointee is found to have engaged in serious and wilful misconduct or if the Appointee has abandoned the Position.
2. Consistently with the matters referred to in Clause 1 of this Instrument, the Premier may terminate this appointment at any time by the giving of notice in writing as provided in Clause 4 of this Schedule or by payment in lieu of such notice.
3. The Appointee may terminate this appointment at any time by the giving of 14 calendar days (or such shorter period as the Premier or Designated Manager may accept) notice in writing.

PERIOD OF NOTICE

4. Where termination occurs upon notice given by the Premier, the period of notice will be calculated in accordance with the following:

- (i) For the purposes of Sub-clauses (ii) and (iii) of this Clause;

“Continuous Service” means any uninterrupted service under this Instrument and any consecutive preceding uninterrupted service under any other similar instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative but does not include any service under or pursuant to the *State Service Act 2000*, and

“Period of Continuous Service” does not include any period or periods of leave without pay taken by the Appointee which, in aggregate, exceeds 20 working days.

(ii) Period of Continuous Service	Period of Notice
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

- (iii) In addition to the period of notice herein provided an Appointee aged 45 years or older as at the Termination Date with two or more years of continuous service, is entitled to an additional week's notice.

Schedule 5

SEVERANCE BENEFITS

1. Subject to Clause 2 of this Schedule and, in recognition of the precarious nature of the Appointment, if;
 - (a) the term of this Appointment expires, or
 - (b) the Appointment is terminated by the Premier prior to the expiry of the term of the Appointment, or by the resignation or earlier termination of the Government,

the Appointee is entitled to receive a severance benefit calculated in accordance with Clause 3 of this Schedule.
2. Notwithstanding the provisions of Clause 1 of this Schedule an Appointee is not entitled to receive a severance benefit if;
 - (a) the Appointment is terminated in accordance with the provisions of either of Clause 1 or Clause 3 of Schedule 4 to this Instrument, or
 - (b) the Appointee was entitled to and received within the four months preceding the Termination Date a severance benefit pursuant to the provisions of any other instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative.
3. For the purposes of Clause 1 of this Schedule the Appointee will receive a severance benefit equivalent to the remuneration that is payable to the Appointee in accordance with Clause 1.1 of Schedule 1 to this Instrument in respect of the number of weeks set forth in row of the column entitled 'Severance Benefit' in following table which corresponds to the period of the Appointee's Continuous Service.

Period of Continuous Service	Severance Benefit
Less than six months	NIL
Six months or more but less than one year	Two weeks
One year or more but less than two years	Six weeks
Two years or more but less than three years	Eight weeks
Three years or more but less than four years	Ten weeks
Four years or more but less than five years	Eleven weeks
Five years or more but less than ten years	Twelve weeks
Ten years or more	Fifteen weeks

- (i) Subject to Sub-clause (iv) hereof, for the purposes of this Clause 3 “Continuous Service” includes any periods of service under this Instrument and under any other similar instrument by which the Appointee was employed by the State of Tasmania pursuant to the Crown Prerogative which are not separated by any single period of greater than 28 calendar days but does not include any service under or pursuant to the *State Service Act 2000*.
 - (ii) For the purposes of this Clause 3, if the Appointee’s service included a period or periods of Proportionate Remuneration the rate of remuneration upon which the severance benefit is to be calculated is the rate applicable to the Appointee immediately prior to the Termination Date, unless that rate was varied within the 12 months immediately preceding the Termination Date, in which case the average of the Appointee’s rate of remuneration during the 12 months (or such lesser period) immediately preceding the Termination Date will be used.
 - (iii) For the purposes of this Clause 3, if not more than three months before termination of this appointment the Appointee held an appointment made by the State of Tasmania pursuant to the Crown Prerogative (“the Preceding Appointment”) the rate of remuneration upon which any severance benefit is to be calculated shall be the greater of;
 - (a) the rate of remuneration that is payable to the Appointee under this Instrument as at the Termination Date, or
 - (b) the rate of remuneration that was payable to the Appointee at the date of the expiry or termination of the Preceding Appointment.
 - (iv) Where the aggregate of all periods of leave without pay taken by the Appointee in any leave year of this or any preceding appointment exceeds 20 working days, none of those periods will count as service for the purposes of calculating the Appointee’s length of service for a severance benefit.
 - (v) For the purposes of this Clause 3;
 - (a) a “leave year” shall be reckoned from the date of the commencement of this or any preceding appointment or any anniversary thereof, and
 - (b) the rate of remuneration upon which the severance benefit is calculated does not include any allowances of which the Appointee was not in receipt for a continuous period of at least 12 months immediately preceding the Termination Date.
4. The Appointee will receive payment for any accrued and unused Recreation Leave and payment for any Long Service Leave entitlement or

allowance in accordance with the provisions of Clause 2.4 and 2.9 of Schedule 2.

5. FORFEITURE AND REPAYMENT DUE TO SUBSEQUENT EMPLOYMENT UNDER THE CROWN

5.1 For the purposes of this Clause 5;

5.1.1 “the Preclusion Period” means the period commencing on the day after the Termination Date and ending after the number of weeks referred to in the row of the column entitled “Severance Benefit” in the table set forth in Clause 3 of this Schedule which is applicable to the calculation of the Appointee’s severance benefit.

5.2 If the Appointee receives any severance benefit under this Schedule and, within the Preclusion Period, receives or becomes entitled to receive any remuneration arising from the Appointee’s election to the Parliament of the State or arising from the Appointee’s appointment to or employment in any other office of profit under the Crown in Right of Tasmania then the Appointee shall forfeit his or her entitlement to any severance benefit and where a severance benefit has been paid to the Appointee the Appointee shall within 30 days of such election, appointment or employment as aforesaid repay to the State of Tasmania an amount which bears the same proportion to the amount of the severance benefit so paid as the unexpired portion of the Preclusion Period bears to the Preclusion Period.

5.3 In the event that an appointment as referred to in Clause 5.2 (“the Subsequent Appointment”) is for a period which ends before the end of the Preclusion Period, the liability of the Appointee to make a repayment to the State of Tasmania will be reduced by an amount which bears the same proportion to the total severance benefit paid to the Appointee as the period of the Subsequent Appointment bears to the Preclusion Period.

6. Any severance benefit to which the Appointee is entitled pursuant to this Schedule does not become due and payable to or on behalf of the Appointee until 28 calendar days after the date upon which the appointment is or is taken by virtue of the provisions of this Instrument to have been terminated.