



T13924 of 2012

02 JUL 2012

Correctional Officers Agreement 2012

Tasmanian Industrial Commission
Industrial Relations Act 1984



1. TITLE

This agreement shall be known as the Correctional Officers Agreement 2012.

2. SCOPE

The Agreement shall be between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc and the United Voice (Tasmania Branch).

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4. APPLICATION

This agreement is to apply to all employees appointed to a classification in this Agreement.

5. RELATIONSHIP TO THE RELEVANT AWARD

This agreement is to be read and applied in conjunction with the Custodial Officers Award (S112) and where applicable the Tasmanian State Service Award (S085) as varied from time to time, and provided that when there is any inconsistency, the provisions in this agreement shall prevail. This Agreement supersedes all other Agreements, however, described, dealing with matters within this Agreement.

6. SAVINGS CLAUSE

No right, entitlement, benefit or condition of employment resulting from any previous agreement is removed or modified unless specifically provided for in this agreement.

7. DATE AND PERIOD OF OPERATION

The agreement shall take effect from the date of registration and remains in force until 30 June 2013. No salary increases are payable beyond that date.

Negotiations for a successor Agreement will commence no later than 1 April 2013.

8. USE AS A PRECEDENT

This agreement must not be used in any manner whatsoever to obtain similar arrangements or benefits for any other workplace or occupational group.

9. NO EXTRA CLAIMS

It is a condition of this agreement that the parties for the life of this agreement will not pursue any extra claims with respect to salaries and conditions or any other matters covered by this Agreement.

10. RESERVED MATTERS

The following matters are reserved under this Agreement:

- Additional qualifications, essential or desirable requirements or training for positions classified as Correctional Supervisor.
- Administrative allowance for certain Correctional Officers.
- Key allowance for certain Correctional Officers.



11. DEFINITIONS

The words and phrases set out below shall mean the following for the purposes of this Agreement:

- 'Administrative work' means the exercise of an appropriate level of responsibility and discretion in undertaking functions of an administrative nature where administration is concerned with achievement of the organisation's corporate goals through planning, organising, directing and controlling resources or activities. Administration is also concerned with the development and implementation of policy to achieve set objectives and desired outcomes.
- 'Broad direction' means that employees are expected to develop and achieve objectives for specific functions under their control that will ensure the attainment of results critical to the efficient operation of the work unit.
- 'Combined unions' means the unions referred to in Clause 2 of this Agreement.
- 'Correctional work' means work undertaken that involves meeting the duty of care requirements of the state of Tasmania for the safe and secure containment of inmates, and providing them with opportunities for rehabilitation and personal development whilst managed in a firm, fair and consistent manner.
- 'Deemed qualifications' are those that an employee is considered to possess by virtue of the rank substantively held by the employee immediately prior to the operation of this agreement. Deemed qualifications permit the employee to move to the new classification structure specified in this agreement and meet the essential requirements for each classification as provided for. Deemed qualifications do not make an employee eligible for promotion to higher positions.
- 'Direct supervision' is where a person works under supervision with instruction provided. The employee is expected to apply only limited professional judgement, and deviations from normal routines; problems and unfamiliar situations are discussed with the supervisor. The exercise of discretion is restricted and the employee has only limited responsibility for the final outcome of work undertaken. Deadlines and priorities are given.
- 'Employer' means the Minister administering the State Service Act 2000 and their delegated representative.
- 'General direction' is where a person is expected to exercise judgement necessary to undertake his or her work without supervision. Work is performed in accordance with broadly based standing instructions, policies and professional standards. Detailed or specific instructions are limited to unusual features. The person is expected to exercise discretion and a substantial degree of independent judgment in the performance of the work. They are responsible for the determination of priorities and achieving required outcomes in relation to their work.
- 'General supervision' is where a person is expected to exercise a degree of independence in undertaking their day-to-day work. They are not subject to the same level of control as a person receiving Direct Supervision. General instructions are given on the required objectives or outcomes and the employee is encouraged to exercise some discretion and choice in selecting the most appropriate method for completing the allotted tasks.
- 'Head of Agency' means the Secretary of the relevant Department and their delegated representative.



- 'Professional development' means the acquisition of professional knowledge and expertise acquired through experience and accredited training.
- 'Specific direction' means where precise instructions are given with little or no choice provided.

12. SALARIES

The following increase will apply to employees covered by this Agreement:

- 2% with effect from the first full pay period commencing on or after 5 December 2011;
- 2% with effect from the first full pay period commencing on or after 6 December 2012.

13. PRODUCTIVITY INCREASE

- A productivity salary increase of up to 0.5% may be available subject to:
 - Productivity measures and targets being identified and agreed between the parties;
 - The productivity measures must result in actual cost savings;
 - The productivity savings must be achieved before the productivity salary increase is paid;
 - The effective date of the productivity increase will be upon the achievement of the productivity target and associated savings or on the first full pay period commencing on or after 1 December 2012, whichever is the later.

14. ANNUAL SALARY TO COMPENSATE FOR SHIFT WORK

The base salary of employees, who occupy shift work correctional positions, will have their base salary increased by a multiplier of 1.28. This amount covers all penalties associated with shift work and all other allowances that have been previously rolled into the annualised allowance, except for higher duties allowance, more responsible duties allowance, pre-paid overtime and any other overtime payments and the allowances described at Clause 16 in this Agreement.

15. MANAGEMENT OF RECREATION LEAVE BY EMPLOYEES

A ten day block of recreation leave for shift workers and a five day block for day workers may, annually and upon application by an employee, be purchased by the employer to meet the needs of an employee.

An employee who enters into an agreement to reduce recreation leave as above shall be:

- (i) Compensated for the leave foregone at a rate that is calculated on their annual salary, at the time the leave would have been taken, and inclusive of all purpose allowances that may accrue from time to time; and



- (ii) Required to attend for duty at the same site for the period of recreation leave foregone.

Any agreement entered into is to be in writing, signed by both parties to the agreement that is to include details of the additional salary to be received and the recreation leave to be foregone.

Any agreement entered into is on an annual (leave year) basis only and the leave will be paid at the time the leave normally would have been taken unless otherwise agreed to with the Head of Agency. Where practical, applications in writing shall be made three months prior to the rostered leave period.

16. CLASSIFICATIONS AND ESSENTIAL REQUIREMENTS

The table below details the classification levels and rank structure including the essential requirements for each classification. The following progression arrangements apply:

- Progression within the Correctional Officer Levels is automatic on attainment of the essential requirements.
- Progression from Correctional Supervisor Level 1 to Correctional Supervisor Level 2 is automatic on attainment of the essential requirements for Correctional Supervisor Level 2.
- Progression to Correctional Supervisor is by promotion or appointment.
- For the duration of this Agreement employees can apply for and be appointed or promoted to Correctional Supervisor positions without possessing the essential requirements for Correctional Supervisor Grade 1. Employees appointed or promoted to a Correctional Supervisor position without possessing the essential qualifications will be remunerated at the rate of Correctional Supervisor Grade 1.

An employee who does not possess the essential requirements for Correctional Supervisor Grade 1 and applies for a permanent Correctional Supervisor position will be appointed on a fixed-term basis for a maximum duration of two years post the date of appointment or promotion. During that 2 year period the Correctional Employee will be required to obtain the essential requirements for Correctional Supervisor Grades 1 or 2 and at the date within that period that they obtain these essential requirements their permanent appointment as Correctional Supervisor will be confirmed and gazetted.

If at the end of that two year period following appointment or promotion the Correctional Employee has not obtained the essential requirements for Correctional Supervisor Grades 1 or 2 they will revert to their substantive classification of Correctional Officer role at the Correctional Officer classification relevant to those essential requirements they do possess.

- Progression to Correctional Manager is by promotion or appointment.



Level	Essential Requirements
Correctional Officer Probationary	Nil.
Correctional Officer Grade 1	Completion of minimum probation period; and Completion of Basic Case Management Course.
Correctional Officer Grade 2	Completion of Certificate III Correctional Practice (Custodial).
Correctional Officer Grade 3	Completion of 12 months at Grade 2.
Correctional Officer Grade 4	Completion of three years post-probation; and Completion of Certificate IV in Correctional Practice (Custodial).
Correctional Supervisor Grade 1	Completion of the Certificate IV in Correctional Practice (Custodial); and Completion of the TPS Supervisor program (Certificate IV in Government or recognised equivalent such as Certificate IV in Frontline Management, etc)* and Completion Intermediate Case Management.
Correctional Supervisor Grade 2	Completion of the Certificate IV in Correctional Practice (Custodial); and Completion of the TPS management program (Diploma of Government or recognised equivalent such as Diploma of Frontline Management or Public Sector Management Course, etc)#; and Completion of Advanced Case Management.
Correctional Manager	Completion of the TPS management program (Diploma of Government or recognised equivalent such as Diploma of Frontline Management or Public Sector Management Course, etc)#; and Completion of the Diploma of Correctional Administration; and Completion Advanced Case Management IV Correctional Practice (Custodial) and/or others.
General Manager	As for Correctional Manager

* Examples of qualifications or training that is relevant for Correctional Supervisor Grade 1 include the following:

- Post-secondary qualifications at Certificate IV level relevant to skills that are required to supervise staff. These include Certificate IV (or better) in Government, Frontline Management, Business or Business Administration or Human Resources.
- A combination of short courses undertaken by individuals relevant to skills that are required to supervise staff. These may include performance management, project management, financial management, training and assessment, occupational health and safety and investigations training. Staff who wish to have these courses recognised for supervisor training will be required to make an application to the Head of Agency for assessment. The assessment shall be in accordance with Australian Qualifications Framework Advisory Board document *National Principles and Operational Guidelines for Recognition of Prior Learning (RPL)*. The Head of Agency in consultation with the staff member and other staff as required will determine if other post-secondary competencies are required to meet the supervisor training. These units will come from the Certificate IV in Government.

Examples of qualifications or training that is relevant for Correctional Supervisor Grade 2 and Correctional Manager includes the following:

- Post-secondary qualifications at Diploma or Advanced Diploma level relevant to skills that are required to supervise staff. These include Diploma or Advanced Diploma in



Government, Frontline Management, Business or Business Administration or Human Resources.

- Tertiary qualifications relevant to skills that are required to supervise staff. These include Bachelor of Business (or combined degree, i.e. Arts/Business), Graduate Certificate in Business, Graduate Certificate of Management, Graduate Diploma of Business Administration, Master of Business, Associate Degree of Business, Graduate Certificate in Public Policy or Public Administration, Graduate Certificate in Government or Graduate Diploma in Public Policy.
- A combination of short courses undertaken by individuals relevant to skills that are required to manage and lead staff. These may include performance management, project management, financial management, training and assessment, occupational health and safety and investigations training. Staff who wish to have these courses recognised for manager training will be required to make an application to the head of Agency for assessment. The assessment shall be in accordance with Australian Qualifications Framework Advisory Board document *National Principles and Operational Guidelines for Recognition of Prior Learning (RPL)*. The Head of Agency in consultation with the staff member and other staff as required will determine if other post-secondary competencies are required to meet the supervisor training. These units will come from the Certificate IV in Government.

17. EMPLOYEES WITH INTERSTATE AND OVERSEAS EXPERIENCE

Employees with relevant interstate or international experience may have their length of service acknowledged up to the maximum of Correctional Officer (Grade 3) level with a maximum of 2 years' experience recognised. This will be assessed on a case by case basis and is dependent on an applicant meeting the essential qualification requirements and after completion of the recruit induction. These employees, even if ranked at a higher level, will still remain on probationary status for the first 12 months, in accordance with State Service requirements.

18. AVAILABILITY ALLOWANCE

The provisions of Part VI Clause 6 of the Tasmanian State Service Award (S085) apply excepting that the minimum payable to a correctional officer shall be 4 hours not 3 hours.

19. TRG TRAINING

All training needs will be assessed and lodged in order of importance. All training needs will be scheduled to occur within a twelve month training calendar. Ongoing training will be developed into multiple sessions. A minimum of 8 hours training will be delivered per calendar month with the exception of those TRG members on rostered leave.

20. DUTY MANAGER ALLOWANCE

A Correctional Manager may elect to participate in the State-wide on call Duty Correctional Manager roster. The role of the Duty Manager for the whole of the Tasmania Prison Service will be as follows.

- After hours, during the rostered week, to be contactable by telephone.



- To make contact with each of the facilities over the weekend and resolve any issues requiring immediate attention.
- To be able to travel at short notice to any facility in the event of an incident requiring an on-site presence both after hours and on the weekend.

In addition to the above, the allowance covers any and all additional work, including call outs required by the Head of Agency for any issue or incident.

Each Duty Manager who participates in the State-wide on call Duty Correctional Manager roster will be rostered on an equitable and rotational basis throughout the year and will have their base salary increased by a multiplier of 1.175 for the duration that they participate in the State-wide on call Duty Correctional Manager roster.

21. PAYMENT OF OVERTIME

Wherever possible authorised overtime worked in a pay period will be paid in the same pay period subject to the authorising documentation being submitted and received by employer prior to the pay closure deadline. Where this is not possible payment will be made in the next pay period. Nothing in this clause shall oblige the employer to make payment in anticipation of overtime to be worked or to make out-of-pay period payments for overtime that has been worked.

22. MEAL BREAKS

The Department and the Relevant Unions have agreed on the following entitlements in regard to paid meal breaks:

8 hour shift: 1 x 20 minute paid meal break, to be taken within the first 5 hours of duty;

10 hour shift: 1 x 30 minute paid meal break, to be taken within the first 5 hours of duty;

12 hour shift: 2 x 30 minute paid meal breaks, the first one to be taken within the first 5 hours of duty and the second break within the subsequent 7 hours of duty.

In the **new prison** drinks are allowed on post.

23. DISPUTE RESOLUTION PROCESS

Any disputes arising about any matter including, but not limited to the interpretation, implementation or operation, contained in this agreement will be dealt with as follows:

- Where relevant the employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint a representative being another employee or a delegate of their union to act on their behalf.
- Where the delegate is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.
- If the matter is not resolved or cannot be resolved at such a meeting the parties will hold further discussions involving the relevant level of management. A delegate or union official or any other person of their choice, may represent the employee.

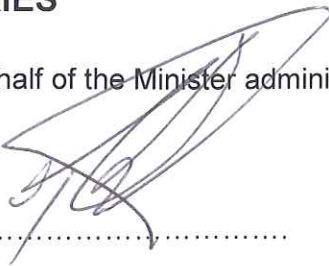


- d) Where the delegate is involved he/she shall be allowed reasonable time during working hours to interview the union official of the union to which they belong.
- e) If the matter remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter, the parties shall jointly or individually refer to the matter to the appropriate Industrial Tribunal.
- f) Nothing in this clause prevents either party from referring a matter to the Tasmanian Industrial Commission or any successor body.
- g) At every stage of the above process:
 - (i) Notification of issues must be made at the earliest opportunity.
 - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.
 - (iii) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must cooperate to ensure that the disputes resolution procedures are carried out as quickly as possible.



24. SIGNATORIES

Signed for and on behalf of the Minister administering the *State Service Act 2000*


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Date: 29/6/12.

Signed for and on behalf of the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.


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Date: 29/06/12

Signed for and on behalf of the United Voice (Tasmania Branch).


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Date: 29/6/12

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

