



Industrial Relations Act 1984

s55 Industrial Agreement

Correctional Officers Agreement 2019

Between the

Minister administering the **State Service Act 2000**

and the

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.;

United Voice, Tasmanian Branch



1. TITLE

This Agreement shall be known as the **Correctional Officers Agreement 2019**.

2. ARRANGEMENT

1. TITLE.....	2
2. ARRANGEMENT	2
3. PARTIES BOUND.....	2
4. APPLICATION.....	2
5. RELATIONSHIP TO AWARDS AND AGREEMENTS.....	2
6. DATE AND PERIOD OF OPERATION	3
7. SALARY INCREASES.....	3
8. ONE-OFF PAYMENT.....	3
9. MEAL ALLOWANCES – HOSPITAL ESCORTS.....	3
10. SALARY SACRIFICE BY EMPLOYEES.....	4
11. NO EXTRA CLAIMS.....	6
12. SIGNATORIES.....	6
Schedule I – Salaries	8

3. PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000*; the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.; and United Voice, Tasmanian Branch.

4. APPLICATION

This Agreement is made in respect of employees covered by the *Correctional Officers Agreement 2016*.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the relevant Awards, the Custodial Officers Award and the Tasmanian State Service Award (TSSA), or any registered Agreement with the Minister administering the *State Service Act 2000*.



Parties to this agreement will not, during the life of this agreement, retire from the following related agreements:

- Correctional Officers Agreement 2016; or
- Correctional Officers Agreement 2013

6. DATE AND PERIOD OF OPERATION

This Agreement applies with effect from 1 January 2019 and will remain in force until one month after registration.

7. SALARY INCREASES

Salaries will increase as follows:

- (i) 1.1% per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2018;
- (ii) 1% per annum with effect from the ffppcooa 1 July 2019;
- (iii) 0.25% per annum with effect from the ffppcooa date of registration.

Schedule 1 of this agreement sets out the annual rates of pay effective ffppcooa 1 December 2018, ffppcooa 1 July 2019, and ffppcooa date of registration for employees covered by this agreement.

8. ONE-OFF PAYMENT

Following registration of this Agreement, a one-off payment will be made to employees ffppcooa date of registration as follows:

- (i) 0.15% of annual salary (pro rata) to employees earning less than a full-time equivalent base salary of \$80,000 as at the date of registration of this Agreement, following the 1.1% and 1% increases outlined within section 7 of this Agreement being applied to base salary, but prior to the 0.25% increase outlined within section 7 being applied to base salary.
- (ii) \$120 (pro rata) to employees earning a full-time equivalent base salary of \$80,000 or more as at the date of registration of this Agreement, following the 1.1% and 1% increases outlined within section 7 of this Agreement being applied to base salary, but prior to the 0.25% increase outlined within section 7 being applied to base salary.

9. MEAL ALLOWANCES – HOSPITAL ESCORTS

- (a) Where an employee is required to undertake an escort shift or part thereof to the Royal Hobart Hospital (RHH), or the Launceston General Hospital (LGH) and the employee's normal meal break falls within the time they are undertaking the hospital escort, the employee is to be paid a meal allowance at the rate prescribed in sub-clause (c) of this clause on the following basis:



<i>Shift Length</i>	<i>Lunch Payment</i>	<i>Dinner Payment</i>
8 and 10 hour shifts	First meal allowance	Not Applicable
12 hour shift	First meal allowance	Second meal allowance

- (b) An employee undertaking a hospital escort shift or part thereof who is unable to take a meal break at the time the normal meal break occurs shall be paid on the following basis:

<i>Hospital</i>	<i>Shift Duration</i>	<i>Duration of break not taken</i>	<i>Payment for each 20 or 30 minute break not taken on a rostered shift</i>	<i>Payment for each 20 or 30 minute break not taken on an overtime shift</i>
RHH/LGH	8 hours	20 minutes	20 minutes ordinary time payment	40 minutes ordinary time payment
RHH/LGH	10 hours	30 minutes	30 minutes ordinary time payment	60 minutes ordinary time payment
RHH/LGH	12 hours	30 minutes	60 minutes ordinary time payment	60 minutes ordinary time payment

Provided that the employee shall satisfy the employer that contact was made with the employee's supervisor to request a break and was denied.

- (c) Meal Allowance rates –

First Meal Allowance – Lunch - \$15.50

Second Meal Allowance – Dinner - \$26.40

These allowance have been set and will be maintained at the rates set out in the *Tasmanian State Service Award*, Part IV – Expenses and other allowances, Clause 2 (d) – Meal Allowances Rates

10. SALARY SACRIFICE BY EMPLOYEES

- (a) Superannuation

(i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the Public Sector Superannuation Reform Act 1999, subject to compliance with any Tasmanian or Commonwealth government directive and legislation.

(ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.



(iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

(iv) Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement.

(b) Other Benefits

- (i) An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.
- (iii) Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.
- (iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

(c) Novated Lease of vehicle

- (i) Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth of government directive and legislation.
- (ii) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (iii) All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- (iv) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- (v) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- (vi) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.



11. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the period of operation of this agreement, they will not initiate any additional claims regarding salary or conditions of employment.

12. SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: Louise Mills

Name: LOUISE MILLS

Date: 16.8.19

SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed: Tom Lynch

Name: TOM LYNCH

Date: 19 AUGUST 2019



SIGNED FOR AND ON BEHALF OF

United Voice, Tasmanian Branch

Signed: 

Name: JANNETTE ARMSTRONG

Date: 16/08/19



Schedule I – Salaries

Day Work

Classification	Current	1.1% increase from FFPPCOOA 1 December 2018	1% increase from FFPPCOOA 1 July 2019	One Off Payment	0.25% increase from FFPPCOOA date of registration
Correctional Officer Training	\$51,715	\$52,284	\$52,807	\$79	\$52,939
Correctional Officer Grade Probationary	\$55,334	\$55,943	\$56,502	\$85	\$56,643
Correctional Officer Grade 1	\$56,879	\$57,505	\$58,080	\$87	\$58,225
Correctional Officer Grade 2	\$59,206	\$59,857	\$60,456	\$91	\$60,607
Correctional Officer Grade 3	\$60,153	\$60,815	\$61,423	\$92	\$61,577
Correctional Officer First Class	\$62,767	\$63,457	\$64,092	\$96	\$64,252
<i>PROMOTION</i>					
Correctional Supervisor	\$69,619	\$70,385	\$71,089	\$107	\$71,267
Old Correctional Supervisor Grade 2 (Transitional)	\$78,527	\$79,391	\$80,185	\$120	\$80,385
<i>PROMOTION</i>					
Superintendent Grade 1	\$80,449	\$81,334	\$82,147	\$120	\$82,352
Superintendent Grade 2 (Transitional)*	\$97,737	\$98,812	\$99,800	\$120	\$100,050
<i>PROMOTION</i>					
Deputy Chief Superintendent**	\$121,509	\$122,846	\$124,074	\$120	\$124,384
<i>PROMOTION</i>					
Chief Superintendent***	\$117,380	\$118,671	\$119,858	\$120	\$120,158

Notes:

The classifications of Old Correctional Supervisor Grade 2 (Transitional) and Superintendent Grade 2 are to be abolished once there are no employees at that classification.

*On-Call arrangements when receiving day rate attract an additional 17.5%. No additional remuneration for on-call arrangements when receiving shift allowance.

**This day rate is inclusive of on-call arrangements.

***On-Call arrangements attract an additional 17.5%.

Shift Work

Classification	Current	1.1% increase from FFPPCOOA 1 December 2018	1% increase from FFPPCOOA 1 July 2019	One Off Payment	0.25% increase from FFPPCOOA date of registration
Correctional Officer Grade Probationary	\$70,828	\$71,607	\$72,323	\$108	\$72,504
Correctional Officer Grade 1	\$72,805	\$73,606	\$74,342	\$112	\$74,528
Correctional Officer Grade 2	\$75,784	\$76,618	\$77,384	\$116	\$77,577
Correctional Officer Grade 3	\$76,997	\$77,844	\$78,622	\$118	\$78,819
Correctional Officer First Class	\$80,341	\$81,225	\$82,037	\$120	\$82,242
<i>PROMOTION</i>					
Correctional Supervisor	\$89,111	\$90,091	\$90,992	\$120	\$91,219
Old Correctional Supervisor Grade 2	\$100,514	\$101,620	\$102,636	\$120	\$102,893
<i>PROMOTION</i>					
Superintendent Grade 1*	\$102,974	\$104,107	\$105,148	\$120	\$105,411
Superintendent Grade 2*	\$125,103	\$126,479	\$127,744	\$120	\$128,063

Notes:

The classifications of Old Correctional Supervisor Grade 2 (Transitional) and Superintendent Grade 2 are to be abolished once there are no employees at that classification.

*No additional remuneration for on-call arrangements when receiving shift allowance.