

T15393 OF 2026



OFFICIAL

Industrial Relations Act 1984
s55 Industrial Agreement

CORRECTIONAL OFFICERS AGREEMENT 2023 (No.2)

Between the

Minister administering the *State Service Act 2000*

and

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

United Workers' Union, Tasmanian Branch



Page 1

OFFICIAL

OFFICIAL

1 TITLE

This Agreement shall be known as the Correctional Officers Agreement 2023 (No.2).

2 INDEX

1	TITLE.....	2
2	INDEX.....	2
3	APPLICATION.....	3
4	DATE AND PERIOD OF OPERATION	3
5	PARTIES BOUND	3
6	RELATIONSHIP TO AWARDS AND AGREEMENTS	4
7	DEFINITIONS.....	4
8	SALARY INCREASES.....	5
9	CLASSIFICATION STRUCTURE	6
10	MEAL ALLOWANCES – HOSPITAL ESCORTS	19
11	ANNUAL ALLOWANCE FOR SHIFT WORK.....	20
12	SHIFTWORK	21
13	AVAILABILITY AND RECALL.....	21
14	HIGHER DUTIES ALLOWANCE.....	22
15	STAFF MOVEMENT BETWEEN FACILITIES	22
16	CRITICAL INCIDENT LEAVE	23
17	SHIFT WORKER CHRISTMAS TO NEW YEAR PAYMENT (NON HOLIDAYS WITH PAY).....	24
18	DAY WORKER – CHRISTMAS CLOSE DOWN DAYS	24
19	NEGOTIATORS ALLOWANCE.....	25
20	DEDICATED RESPONSE TEAM ALLOWANCE.....	25
21	TRAVEL ALLOWANCES CORRECTIONAL OFFICER RECRUIT TRAINING	26
22	MANAGEMENT OF RECREATION LEAVE BY EMPLOYEES.....	26
23	SALARY SACRIFICE BY EMPLOYEES	26
24	AWARD UPDATE	28
25	GRIEVANCE AND DISPUTE SETTLING PROCESS.....	28



OFFICIAL

26	JOB SHARING.....	29
27	WORK HEALTH AND SAFETY.....	31
28	PRODUCTIVITY AND EFFICIENCY.....	32
29	TACTICAL RESPONSE GROUP TRAINING.....	32
30	PAYMENT OF OVERTIME	32
31	MEAL BREAKS.....	33
32	LEAVE RESERVED MATTERS.....	33
33	NO EXTRA CLAIMS	34
34	ADJUSTMENT TO WAGE RELATED ALLOWANCES	34
35	SIGNATORIES.....	35
	SCHEDULE 1 – SALARY INCREASES FOR DAY WORKERS.....	37
	SCHEDULE 2 – SALARY INCREASES INCLUSIVE OF ANNUAL ALLOWANCE FOR SHIFT WORK AND DUTY MANAGER ALLOWANCE.....	40
	SCHEDULE 3 - SALARY ARRANGEMENTS FOR SUPERINTENDENT AND CHIEF SUPERINTENDENT.....	43

3 APPLICATION

This Agreement is made in respect of employees classified in Clause 9 of this Agreement.

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Correctional Officers Agreement 2023 which was registered on 26 February 2024.
- 4.2 This Agreement applies with effect from 1 December 2023, and will remain in force until 30 November 2026.
- 4.3 The parties agree to commence negotiations for a replacement agreement on, or before 1 July 2026.

5 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 the United Workers' Union, Tasmanian Branch.



6 RELATIONSHIP TO AWARDS AND AGREEMENTS

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

7 DEFINITIONS

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

'Base Salary' means the salary listed in Schedule 1 of this Agreement.

'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 5 of this Agreement.

'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 within the 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.

'Descriptor' is the general description given to each position within the classification standard.

'Designated Correctional Supervisor' means the person nominated by the employer to undertake the role of officer-in-charge in accordance with sub-clause 9.3 of this Agreement.

'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 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.

'Operational functions' means the functions which are carried out on a day-to-day basis according to the defined routines, operating procedures and standing orders.

'Progression Requirements' means the prerequisite requirements that must be met for progression from one level to the next within a position or for promotion to the next level.

'Qualification and Experience' means those minimum requirements defined in the classification standard for undertaking a role at the specific level.

'Standard Day' means the hours of work required to be worked by an employee in the position of Superintendent or Chief Superintendent when there is no agreement for the employee to work in accordance with sub-clause 9.5.2 Flexitime.

8 SALARY INCREASES

8.1 Salaries will increase as follows:

- (i) 3.5 percent per annum with effect from the first full pay period commencing on, or after (ffppcoa) 1 December 2023.
- (ii) 3.0 percent per annum with effect from the ffppcoa 1 December 2024.
- (iii) 3.0 percent per annum with effect from the ffppcoa 1 December 2025.

8.2 All employees covered by this agreement receive a flat rate \$1,000 cost of living increase to the base salaries in Schedule 1 of this Agreement, effective ffppcoa 1 December 2023, to apply prior to the percentage increase outlined in 8.1(i).

8.3 In addition to clause 8.2 employees at First Class Correctional Officer Level 3 and below, receive a \$500 flat rate increase to their base salary, with effect from the ffppcoa 1 December 2023, to apply prior to the percentage increase outlined in 8.1 (i).

8.4 Employees at First Class Correctional Officer Level 3 and below, at the point the payment is due will receive a one-off Lower Income Payment as follows:

- (i) \$1000 (pro-rata) payable from the ffppcoa 1 December 2023.
- (ii) \$500 (pro-rata) payable from the ffppcoa 1 December 2024.



- (iii) \$500 (pro-rata) payable from the fppcooa 1 December 2025.
- 8.5 Part-time employees will receive pro-rata payment of the Lower Income Payment referred to in Clause 8.4 on the basis of the average fortnightly hours worked as a proportion of the full time equivalent fortnightly hours.
- 8.6 In addition all employees covered by this agreement will receive a base salary structural adjustment applied to the base salary levels of the classification structure effective fppcooa 1 December 2023 to be applied after the salary increase in 8.1(i). The base salary structural adjustment amounts will be in accordance with Schedule 1.
- 8.7 In addition all employees covered by this agreement will receive a one-off TPS Correctional Payment of \$2,000 (pro-rata) effective fppcooa 1 December 2023.
- 8.8 Schedule 1 of this Agreement sets out the annual rates of pay effective fppcooa 1 December 2023, fppcooa 1 December 2024 and fppcooa 1 December 2025 for day workers. Schedule 2 of this Agreement sets out the annual rates of pay effective fppcooa 1 December 2023, fppcooa 1 December 2024 and fppcooa 1 December 2025 for shift workers and Superintendents and Chief Superintendents on the Duty Manager roster.

9 CLASSIFICATION STRUCTURE

9.1 Classification Structure

The table in this clause details the classification levels and rank structure, including the essential requirements and progression arrangements for each classification. In addition, progression between ranks is subject to the following:

- (i) Progression within the Correctional Officer levels occurs 12 monthly from translation (which occurred fppcooa 1 December 2020), or from appointment to the classification for those employees employed after translation provided they have attained the essential and progression requirements in table in this clause.
- (ii) New employees with relevant prior experience may have their length of service acknowledged up to the maximum of Correctional Officer (Level 3) with a maximum of three years experience recognised. This will be assessed on a case by case basis and is dependent on an applicant meeting the qualification and experience requirements. Recognition of prior experience and application of the new remuneration level will occur after the employee has successfully completed recruit induction and will be effective from that point. These employees, even if progressed to a higher level, will still remain on probation for the first 12 months, in accordance with State Service Special Probationary Arrangements.
- (iii) Progression to First Class Correctional Officer Level 1 is in accordance with sub-clause 9.4.1.



OFFICIAL

- (iv) Progression within the First Class Correctional Officer levels occurs 12 monthly provided they have attained the essential and progression requirements.
- (v) Progression to Correctional Supervisor is by promotion or appointment. On appointment or promotion Correctional Supervisors will be required to complete the Correctional Internal management/Leadership course.
- (vi) Progression within the Correctional Supervisor levels occurs 12 monthly provided they have attained the essential and progression requirements, with the exception of progression to Correctional Supervisor Level 4 which will be in accordance with sub-clause 9.4.2.
- (vii) Employees cannot progress to, be promoted to or appointed to Correctional Supervisor Grade 2. This is a transitional classification that will be removed when there are no employees remaining at that classification.
- (viii) Progression to Superintendent is by promotion or appointment.
- (ix) Progression within the Superintendent levels occurs 12 monthly provided they have attained the essential and progression requirements.
- (x) Employees cannot progress to, be promoted to or appointed to Superintendent Grade 2. This is a transitional classification that will be removed when there are no employees remaining at that classification.
- (xi) Progression to Chief Superintendent is by promotion or appointment.
- (xii) Progression within the Chief Superintendent levels occurs 12 monthly provided they have attained the essential and progression requirements.
- (xiii) The progression arrangements for fitness testing will apply following the determination, as agreed with the combined unions, and implementation of the required fitness level standard and testing arrangements and will apply at all levels to those employees who commence employment on or after 1 January 2017.

The following essential and progression requirements must be met for permanent appointment and/or advancement through the various correctional classifications:



OFFICIAL

Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
Correctional Officer Training	Recruit in Training	<ul style="list-style-type: none"> • Meet fitness test requirements for appointment; • Achieve required rating in psychological suitability assessment; and • Assessed as medically suitable for Correctional role. 	<ul style="list-style-type: none"> • Pass all entrance assessments for appointment • Meet fitness test requirements; • Achieve required rating in psychological suitability assessment; and • Assessed as medically suitable for Correctional role. 	Work involves routine tasks requiring the application of precise practices according to existing processes with strictly limited scope and discretion and with direct supervision.
Satisfactory Completion of Training				
Correctional Officer Probationary	Undertaking on the job training and assessment of suitability	<ul style="list-style-type: none"> • Cert II in Correctional Practise • Working towards Cert III in Correctional Practise 	<ul style="list-style-type: none"> • Cert II in Correctional Practise • Pass recruit assessments to gain Cert II in Correctional Practise; and • Meet fitness test requirements (if employed post 1 January 2017). 	Entry level work requiring the application of precise practices, methods and standards where the focus is on learning, developing and refining correctional skills to apply within existing operational guidelines, systems and processes under general supervision.



OFFICIAL

OFFICIAL

Classification Title	Classification Function	Qualifications and Experience	Progression Requirements	Descriptor
			To be appointed to this level employees must:	
Correctional Officer Level 1	Correctional Duties	Certificate III in Correctional Practice (Custodial).	<ul style="list-style-type: none"> Satisfactory completion of 12 months as Correctional Officer Probationary. Most recent performance rating assessed as 'achieved' or better; and Meet fitness test requirements (if employed post 1 January 2017). 	Work requiring the application of conventional correctional practices methods and standards according to existing operational guidelines, systems and processes. The work consists of multiple, diverse tasks to be performed to achieve specified outcomes. The work provides routine advice, support and assistance to a work team.
Correctional Officer Level 2 and 3	Correctional Duties	Meets the essential requirements for Correctional Officer Level 1	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better; Completion of Work Health and Safety Awareness module; Completion of cultural competence and workplace behaviour modules; and Meet fitness test requirements (if employed post 1 January 2017). 	Work involves undertaking multiple and diverse tasks which require some independent judgement in how they are performed. Performance is assessed by the satisfactory completion of tasks consistent with an increasing degree of independent management of work.



OFFICIAL

Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
First Class Correctional Officer Level 1	Leading Correctional Officer	<ul style="list-style-type: none"> Meets the essential requirements for Correctional Officer Level 1 Participation in training and completion of the assessment and attainment of the qualifying score. 	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better; Completion of at least 12 months as Correctional Officer Level 3; Successfully complete the relevant training, undertake the assessment and attain the qualifying score, or possess qualifications and have practical experience deemed appropriate by the employer; Completion of Work Health and Safety Awareness module; Completion of anti-discrimination training module; and Meet fitness test requirements (if employed post 1 January 2017). 	Tasks are increasingly complex and involve intricate and unrelated techniques that may require qualified and specialised skills. The exercise of independent judgement broad direction is integral to the work and non-standard requirements require considerable creativity and initiative. Assistance is provided to a supervisor.
First Class Correctional officer Level 2-3		Meets the essential requirements for First Class Correctional Officer Level 1	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better; Completion of Work Health and Safety Awareness module; and Meet fitness test requirements (if employed post 1 January 2017). 	Tasks are increasingly complex and involve intricate and unrelated techniques that require may require qualified and specialised skills. The exercise of independent judgement is integral to the work and non-standard requirements require considerable creativity and initiative.



OFFICIAL

Classification Title	Classification Function	Qualifications and Experience	Progression Requirements	Descriptor
			To be appointed to this level employees must:	
				Assistance is provided to a supervisor.
Promotion				
Correctional Supervisor Level 1-3	Team Leader	<ul style="list-style-type: none"> Completion of Certificate IV in Correctional Practice or Certificate IV in Leadership and Management or relevant university qualification; OR Completion of Internal Written Assessment Paper and attainment of the qualifying score; and Achieved a pass mark in TPS job simulation internal assessment(s). 	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better; Completion of Work Health and Safety Awareness module; and Meet fitness test requirements (if employed post 1 January 2017). 	Work is directed at co-ordinating and integrating the operational functions to be undertaken, or towards understanding and interpreting the decision-making framework within which the work activity occurs, or aspects of both, depending upon range of the activities of the work area.
Advanced Assessment Point				
Correctional Supervisor Level 4		<ul style="list-style-type: none"> Meets the essential requirements for Correctional Supervisor Level 1-3 Participation in advanced assessment training and completion of the assessment and attainment of the qualifying score. 	As For Correctional Supervisor 1-3.	As For Correctional Supervisor 1-3.



OFFICIAL

Classification Title	Classification Function	Qualifications and Experience	Progression Requirements	Descriptor
			To be appointed to this level employees must:	
Correctional Supervisor Level 5-7		Meets the essential requirements for Correctional Supervisor Level 4.	As For Correctional Supervisor 1-3.	As For Correctional Supervisor 1-3.
Old Correctional Supervisor Grade 2	Team Leader	Nil – cannot be appointed or progressed to this classification.	Nil – cannot be appointed or progressed to this classification.	As For Correctional Supervisor 1-3.
Promotion				
Superintendent Level 1 -3	Management Level in charge of a TPS Department or Facility	<ul style="list-style-type: none"> • Completion of Certificate IV in Correctional Practice or equivalent qualification; and • Completion of a Diploma Leadership and Management or demonstrated equivalent experience in a leadership or management role. 	<ul style="list-style-type: none"> • Most recent performance rating assessed as 'achieved' or better; • Completion of Work Health and Safety Awareness module; and • Meet fitness test requirements (if employed post 1 January 2017). 	Work involves applying the decision-making framework (policies, rules and regulations) to manage a discrete operational facility or unit within a corrections setting. Considerable autonomy of approach in delivering outcomes and the advice and recommendations provided are regarded as definitive for that activity.
Superintendent Grade 2	Management Level in charge of a TPS Department or Facility	<ul style="list-style-type: none"> • Nil – cannot be appointed or progressed to this classification. 	<ul style="list-style-type: none"> • Nil – cannot be appointed or progressed to this classification. 	As per Superintendent level 1-3.



OFFICIAL

Classification Title	Classification Function	Qualifications and Experience	Progression Requirements	Descriptor
			To be appointed to this level employees must:	
Promotion				
Chief Superintendent Level 1-2	Senior Management Level, responsible for the human, financial and physical resources of a TPS Facility or Facilities	<ul style="list-style-type: none"> Completion of Correctional Administration or Management qualifications at a Diploma or higher educational level and Demonstrated high level experience in leadership and management roles. 	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better. Completion of Work Health and Safety Awareness module. Meet fitness test requirements (if employed post 1 January 2017). 	Work leads a major facility or group of facilities in a correctional setting or, a complex activity or program, requiring the development and/or determination of the operational methodology according to the decision making framework and service delivery requirements.

9.2 Insignia

For staff employed prior to 1 December 2020, progression to single chevron, two chevron and 3 chevron insignia will be on the basis of the anniversary date of their employment as a Correctional Officer, not on their progression under the translated level of this Agreement.

9.3 Officers in Charge Allowance

- (i) An Officer in Charge (OIC) Allowance is to be paid to a designated Correctional Supervisor (CS) for each shift when a Superintendent or Chief Superintendent is not on duty.
- (ii) The OIC Allowance is to be paid to the designated Correctional Supervisor who is in charge of a facility or group of smaller facilities. The designated Correctional Supervisors are as follows:
 - Night shift - allowance to be paid to Supervisor Risdon Prison Complex Operations.
 - Day shift – allowance to be paid to Supervisor Risdon Prison Complex Operations; Ron Barwick Minimum Security Supervisor 1; Mary Hutchinson Women's Prison Supervisor 1; Launceston Reception Prison Supervisor Operations; and Hobart Reception Prison Supervisor Operations.



- (iii) The designated Correctional Supervisors must be either a substantive CS or a First Class Correctional Officer acting in the role of CS.
- (iv) The OIC Allowance annual rate is to be the difference between Superintendent Year 1 base salary and the ordinary salary (before shift allowance) of the CS undertaking the duties.
- (v) The shift allowance is not paid on the OIC Allowance.

9.4 Advance Assessment Points

9.4.1 First Class Correctional Officer

To progress to First Class Correctional Officer (FCCO), a Correctional Officer must have at least 12 months satisfactory service as a Correctional Officer Grade 3/ Level 3 and successfully complete the relevant training, undertake the assessment and attain the qualifying score, or possess qualifications and have practical experience deemed appropriate by the employer.

PROVIDED that, a Correctional Officer should be afforded the opportunity to complete the relevant training and undertake the assessment for progression the First Class Correctional Officer in the 12 month period after progressing to Correctional Officer Grade 3 / Level 3. If such an opportunity does not occur within that period, that employee shall be paid from the 12 month anniversary date of progressing to Correctional Officer Grade 3 / Level 3 as a First Class Correctional Officer, conditional upon successfully attaining the qualifying score on the assessment at their first attempt.

Except under extenuating circumstances, a First Class Correctional Officer must act in the position of Correctional Supervisor as required by the Employer.

9.4.2 Correctional Supervisor

To progress to Correctional Supervisor Level 4, the Correctional Supervisor must participate in the relevant training, undertake the assessment and attain the qualifying score, or possess a qualification and have practical experience deemed appropriate by the Employer.

PROVIDED that a Correctional Supervisor should be afforded the opportunity to complete the approved Correctional Managers training and assessment in the 12 month period after progressing to Correctional Supervisor Level 3. If such an opportunity does not occur within that period, the employee shall be paid from the 12 month anniversary date of progressing to Correctional Supervisor Level 3 as a Correctional Supervisor Level 4, conditional upon successfully completing the assessment and attaining the qualifying score at their first attempt.



OFFICIAL

The employer will consult with the combined unions on the development of the training and assessment criteria prior to 30 September 2024 and will have the assessment, as agreed with the combined unions, available for eligible correctional supervisors from 30 September 2024.

9.5 Superintendents and Chief Superintendents

The provisions of this clause apply to employees classified at Superintendent (including Superintendent Grade 2) and Chief Superintendent levels, including those acting at the levels from time to time.

The salary arrangements for Superintendent and Chief Superintendent are provided for in Schedule 1, Schedule 2 and Schedule 3.

9.5.1 Ordinary Hours of Work

The Ordinary Hours of Work for a Superintendent or Chief Superintendent are 7.6 hours per day, Monday to Friday, with an unpaid meal break of at least 30 minutes, and not exceeding 60 minutes to be taken no later than 5 hours after the commencement of work.

The standard day is 8:45am until 5:21pm with a 60 minute unpaid meal break.

9.5.2 Flexitime

- a. The Employer and a Superintendent or Chief Superintendent may agree to work ordinary hours according to flexitime arrangements for which the following provisions apply:
 - (i) Ordinary hours are to be worked between 7:00am and 7:00pm on any day Monday to Friday and include core hours of 10:00am to 12:00pm and 2:00pm to 4:00pm.
 - (ii) During core hours absences from the workplace by employees are to be kept to a minimum.
 - (iii) Up to 10 hours may be worked as ordinary time on any given day.
 - (iv) Ordinary hours are reconciled over a 4 week cycle.
 - (v) A maximum of up to 10 hours in credit or debit may be carried forward from one 4 week cycle to the next.
- b. The provisions of this clause are to be applied on a pro-rata basis for part-time employees.



OFFICIAL

- c. Circumstances may exist where peaks and troughs in normal work can't be adequately managed within a 4 week flexitime cycle. In these circumstances the employer and employee, or group of employees, may by agreement enter into an arrangement that:
- (i) Extends the 4 week cycle in (iv) up to a maximum of 12 weeks; and/or
 - (ii) Increases the maximum hours in credit or debit that may be carried forward from one cycle to the next in (v).
 - (iii) An agreement under this clause is subject to:
 - (1) there genuinely being work required to be undertaken during that additional time;
 - (2) the new arrangement does not impose on other employees; and
 - (3) the workload is managed.
 - (iv) Any arrangement is to be agreed to in writing, specify the number of weeks over which the cycle will operate and the maximum hours in credit or debit that may be carried forward from one cycle to the next.
 - (v) A copy of this agreement will be provided to the employee, Director of the State Service Management Office, a union with relevant industrial coverage and be placed on the employee's personal file.
 - (vi) Arrangements agreed under this clause will remain in place until withdrawn by either party by the giving of four weeks' notice in writing.
 - (vii) An employee who is a member of a union may choose to be represented by that union in any meetings to discuss an arrangement under this clause.

9.5.3 Overtime

The employer may require a Superintendent or Chief Superintendent to work reasonable overtime in accordance with the conditions of this clause.

- (i) Overtime means all time worked in excess and outside of that employee's standard hours of duty which includes:
 - 1. time worked in excess of 7 hours and 36 minutes on any one day Monday to Friday inclusive; or
 - 2. Time worked outside the span of hours of 7.00am to 7.00pm; or
 - 3. Any time worked on a Saturday, Sunday or Holiday with Pay.
- (ii) Overtime is to be paid at double the ordinary salary rate of an employee.



- (iii) Subclause (i) of this subclause does not apply to employees to whom Subclause 9.5.2 – Flexitime applies. These employees may work up to 10 hours in any one day as ordinary hours however hours worked in excess of 10 in any day are overtime.
- (iv) This clause does not apply to work undertaken while rostered for on-call duty in accordance with subclause 9.5.5.
- (v) An employee is to be given reasonable notice of the requirement to work overtime, where practicable.
- (vi) No payment is to be made for overtime worked unless the work was authorised by the Employer. "Authorised" means a written requirement to undertake work that is recognised as overtime or an instruction that necessitates work outside of, or in excess of an employee's ordinary hours of duty.
- (vii) Superintendents may make themselves available to work overtime in lower classified positions, however they will not be recalled for duty in a lower classified position unless the list of other officers who have made themselves available is exhausted.

9.5.4 Time off in lieu

A Superintendent or Chief Superintendent may elect, with the consent of the employer, to take time off in lieu (TOIL) of payment for overtime at a time or times agreed with the employer.

- (i) Unless otherwise agreed, TOIL taken as time off during ordinary hours is to be taken at the ordinary time rate.
- (ii) TOIL not taken within 28 days is to be paid at the rate(s) the TOIL was accrued as overtime, unless another time to take accrued TOIL is agreed between the employee and relevant manager and is satisfactorily documented.

9.5.5 Duty Manager Arrangements

- (i) A Superintendent or Chief Superintendent will participate in the state-wide on-call duty manager roster, with duty shared equally at each level.
- (ii) The role of on-call duty manager, when rostered, includes:
 - After hours, during rostered week, to be contactable by phone; and
 - To be able to travel at short notice to any facility in the event of a major incident requiring on site presence of a manager after hours, on weekends and on public holidays.
- (iii) For the purpose of this clause, a major incident requiring an on site presence is defined as an ongoing incident at the time of notification, that requires a



OFFICIAL

specialised response and involves external agencies such as Tasmania Police, or incidents resulting in death, escape of a prisoner, serious or life threatening injuries or assault, hostage situations, riots, fire posing immediate or serious threat to persons or property, bomb threats, a radiation incident requiring notification to the Radiation Protection Unit, or any other incident which seriously threatens the lives of staff or prisoners or poses a significant threat to the security or good order of the prison or at the direction of the Director of Prisons.

- (iv) The first point of contact for calls to the on-call duty manager will be the Superintendent who is rostered on. Superintendents will escalate contact to the rostered Chief Superintendent where necessary.
- (v) The duty roster must not result in a Superintendent being rostered for duty more than 1 week in any 8 week period.
- (vi) The duty roster must not result in a Chief Superintendent being rostered for duty more than 1 week in any 4 week period.
- (vii) An allowance equivalent to 7.5% of the ordinary salary of the employee shall be paid to each employee. This allowance is compensation for the employee holding themselves available, for taking and responding to calls and for attending facilities after hours, on weekend and public holidays, having regard to clause 9.5.5(ix), in the event of a major incident requiring an onsite presence for the duration of the time they are rostered on as the duty manager.
- (viii) Where a Superintendent or Chief Superintendent receives a volume of calls of greater than 1 hour total duration, or a pattern of calls across the night that regularly disrupts sleep, or are required to attend a facility after midnight and before 7.00am such that they get insufficient rest to allow them to undertake their duties in a safe manner (i.e. a minimum 8 hour break) they will not attend work until they have had a minimum 8 hour break and will receive their normal rate of pay on the basis of having commenced duty at 8.45am until they return to duty later that day, or on their next scheduled work day (should the 8 hour break extend through the whole work day).
- (ix) Where a Superintendent or Chief Superintendent is required to attend a facility in accordance with subsection (ii) of this clause, after hours, on weekends or on public holidays, in the event of a major incident requiring on site presence whilst they are rostered on as a duty manager, the employee shall be entitled to payment at the normal salary rate for the first 3 hours of on-site attendance, with payment of overtime rates thereafter.

9.5.6 Management Skills Matrix

A Management Skills Matrix for Performance Management Plans is to be put in place by 1 December 2024, satisfactory assessment against the skills matrix will



OFFICIAL

be the basis of salary progression for Superintendents and Chief Superintendents.

9.5.7 Superintendent Grade 1 (Reverted)

- (i) The classification of Superintendent Grade 1 (Reverted) is only applicable to employees who were classified as Superintendent, other than Superintended Grade 2, who relinquished their Superintendent rank and were appointed to a Correctional Supervisor role on or before 1 November 2020.
- (ii) No further elections can be made to Superintendent Grade 1 (Reverted).
- (iii) Those employees who did elect to exercise the option were appointed as a Correctional Supervisor on, and from the start of the first full pay period on or after 1 December 2020 and retain their rate of base salary as a 1 November 2020, with future pay rises and as shift worker will be entitled to the Annual Allowance for Shift Work specified at Clause 11 applicable for that work on a no disadvantage basis.

10 MEAL ALLOWANCES – HOSPITAL ESCORTS

- 10.1 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 10.3 of this clause on the following basis:

Shift Length	Lunch Payment	Dinner Payment
8 and 10 hour shifts	First meal allowance	Not applicable
12 hour shifts	First meal allowance	Second meal allowance

- 10.2 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:

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



OFFICIAL

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.

10.3 Meal Allowance Rates

First meal allowance – Lunch - \$16.85

Second Meal Allowance – Dinner - \$28.65

These rates 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 Allowance Rates.

11 ANNUAL ALLOWANCE FOR SHIFT WORK

- 11.1 Employees, who occupy shift work correctional positions, have a base salary 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 and any other overtime payments and the allowances described in the Tasmanian State Service Award, Part IV – Expense and other Allowances, Clause 10 Tasmania Prison Service Special Allowances.
- 11.2 For employees classified as Superintendent Grade 2 the allowance in sub-clause 11.1 will also cover the requirement to participate in the on-call duty manager roster. When receiving this amount these employees are ineligible for payment of on-call allowance, availability allowance, recall payments and the Duty Manager allowance.
- 11.3 The base salary multiplier of 1.28 set out in 11.1 will be increased to:
- (i) 1.29 effective ffppcooa 1 December 2024; and
 - (ii) 1.30 effective ffppcooa 1 December 2025.



12 SHIFTWORK

12.1 The following Shift Work provisions will apply:

12.1.1 Hours of Duty

Subject to the following conditions, shift workers shall work at such times as may be directed by the employer:

- (i) A shift shall consist of not less than 8 hours duration and not more than 12 hours duration unless otherwise agreed between the employer and the majority of employees directly affected by any proposed change; and
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

12.1.2 Rosters

- (i) Rosters shall consist of shifts of not less than 8 hours duration and not more than 12 hours duration or a combination of such shifts; and
- (ii) Rosters shall be developed in accordance with the rostering principles contained within the Tasmanian Prison Service Rostering and Overtime Policy. Nothing in the Tasmanian Prison Service Rostering and Overtime Policy prevents the parties from referring disputes regarding roster arrangements to the Tasmanian Industrial Commission in accordance with the provisions of the *Industrial Relations Act 1984*.

13 AVAILABILITY AND RECALL

The provisions of the Tasmanian State Service Award, Part VI – Hours of Work and Overtime for Day Work, Clause 6 Availability and Recall apply except as follows:

13.1 Correctional Officers and Correctional Supervisors

- (i) The minimum payable to a Correctional Officer or Correctional Supervisor shall be 4 hours instead of the 3 hours stated in clause 6(c)(i)(1) of the Tasmanian State Service Award.



14 HIGHER DUTIES ALLOWANCE

- 14.1 An employee directed to undertake the duties of a role that is classified higher than their substantive classification for a full shift will be remunerated at the lowest salary point of the higher classification level. This remuneration will be by way of a Higher Duties Allowance. The Higher Duties Allowance shall be the difference between the employee's classification and the minimum salary level of the duties being undertaken at the higher classification level, subject to subclauses 14.2 and 14.3 below.
- 14.2 An employee who performs duties at the same higher classification band, as prescribed in subclause 14.1, for a continuous period of 12 months is, subject to satisfactory performance at the higher classification band, eligible for salary progression within the higher classification band. Progression above Correctional Supervisor Level 3 in the Correctional Supervisor classification is also subject to meeting the requirements of the Advanced Assessment Point.
- 14.3 An employee who performs duties at the same higher classification band, as prescribed in subclause 14.1, for broken periods that aggregate 12 months in a period of three years is, subject to satisfactory performance at the higher classification band, eligible for salary progression within the higher classification band. Progression above Correctional Supervisor Level 3 in the Correctional Supervisor classification is also subject to meeting the requirements of the Advanced Assessment Point.
- 14.4 An employee promoted to a higher classification band is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to subclause 14.1, taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- 14.5 An employee promoted to a higher classification band is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to subclauses 14.1 and 14.3, taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- 14.6 The Higher Duties Allowance provisions within the Tasmanian State Service Award will apply except where they conflict with this Agreement.

15 STAFF MOVEMENT BETWEEN FACILITIES

- 15.1 The employer will have in place a structured process for the posting and movement of employees between Facilities that balances the needs of individual employees and operational requirements.



- 15.2 These arrangements are to include opportunities for employees to request a transfer to a different Facility as part of their ongoing development and career progression, or for personal or compassionate reasons.
- 15.3 These arrangements are also to include employer-initiated transfers to support operational needs, taking into consideration the individual circumstances of affected employees. Consultation is to be undertaken with employees being transferred for operational reasons, taking into consideration factors such as health and safety, and including provision of details of the operational basis for the transfer and the reason for which they were selected to be transferred. Employees transferred for operational requirements are to have their pre-existing leave lines retained unless by agreement between the employee and the employer.
- 15.4 Employees rotated and/or transferred to a new Facility are to be provided the requisite level of training and/or orientation to facilitate their safe transition into the new Facility.

16 CRITICAL INCIDENT LEAVE

16.1 Purpose

- (i) Critical incident leave enables an employee to have time away from the workplace following their involvement in a critical incident to assist in the management of the physical and/or psychological impact of the incident.
- (ii) 'Critical Incident' for the purposes of this clause would ordinarily require an emergency response and involve serious injury, death or escape or the realistic prospect of any of those outcomes. It is noted that not all such incidents may require leave to assist in the management of the incident's impact on an individual and;

It is also acknowledged that in some cases a less significant event may warrant access to this leave to manage the impact of that event on an individual (in these cases access to the leave will be considered at the discretion of the TPS).

16.2 Eligibility

- (i) Critical incident leave is available to an employee directly involved in a critical incident in the workplace involving inmate/s, or a non-inmate related critical incident as defined in 16.1(ii), in which the employee experiences a physical and/or psychological impact.
- (ii) Critical incident leave is to commence as soon as possible after the critical incident but no later than five days after the employee is next scheduled to attend for shift following the critical incident.

16.3 Entitlement

- (i) An eligible employee is entitled to up to two paid critical incident leave days for each critical incident.
- (ii) An eligible employee can access a total of six days critical incident leave per personal leave year as specified in the Tasmanian State Service Award, Part VIII – Leave and Holidays with Pay, Clause 3(c).



16.4 Notice and Evidence Requirements

- (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.
- (ii) Requests to access critical incident leave will be accompanied by details of the associated critical incident and the associated physical and/or psychological impact.

16.5 Rate of payment

- (i) Critical incident leave is paid at the employee's normal salary rate.

16.6 Effect on workers compensation

- (i) Critical incident leave cannot be taken concurrently with workers compensation entitlements.
- (ii) Approval of critical incident leave is not an admission of liability for any workers compensation claim that may be lodged in relation to the same incident.

17 SHIFT WORKER CHRISTMAS TO NEW YEAR PAYMENT (NON HOLIDAYS WITH PAY)

- 17.1 A shift worker up to the classification and salary point of First Class Correctional Officer Level 3 who is rostered to work on the week day/s (non-Holidays with Pay) between the period commencing from Christmas Day and ending on New Year's Day is to be paid time and one half for those days worked.
- 17.2 This payment is to be paid on the annualised salary for the employee's classification.
- 17.3 This clause does not apply to employees working overtime shifts on the week day/s (non-Holidays with Pay) between the period commencing from Christmas Day and ending on New Year's Day.
- 17.4 This clause is subject to review over the life of the Agreement.

18 DAY WORKER – CHRISTMAS CLOSE DOWN DAYS

- 18.1 Notwithstanding the Tasmanian State Service Award, Part VIII – Leave and Holidays with Pay, Clause 5(a)(vii), where a Head of Agency determines to close an Agency or part of an Agency for the period commencing from Christmas Day and ending on New Year's Day including days that are not State Service Holidays with Pay, day worker correctional employees who work in that Agency or parts of that Agency that are closed will be entitled to three (3) Christmas close down days with pay to cover those usual working days without deduction from recreation leave.
- 18.2 Where a day worker entitled to Christmas close down days is directed to attend work on any of those three (3) Christmas close down days, they will have access to



OFFICIAL

the Christmas close down days worked up until 30 June of that same year. Any Christmas close down day/s not taken before 30 June of that year will be forfeited.

- 18.3 Where a day worker is entitled to Christmas close down days in accordance with Clause 18.2 the day/s are to be taken at a time or times mutually agreed between the employee and the employer. The employer will not unreasonably deny an employee an opportunity to access these days.
- 18.4 The rate of salary paid to an employee directed to work a Christmas close down day will be the normal rate of salary the employee would have received for the ordinary hours of work during the relevant period.
- 18.5 Part-time employees entitled to Christmas close down day/s will only be paid for the days they would normally work during the period from Christmas Day and ending on New Year's Day.
- 18.6 Employees eligible for Christmas close down days who are on a period of unpaid or paid leave (other than recreation leave) and who would not otherwise be at work will not be eligible for Christmas close down days.
- 18.7 Christmas close down days do not accrue and any days not accessed in accordance with clause 18.2 are not eligible to be paid out on cessation of employment.
- 18.8 This clause is subject to review over the life of the Agreement.

19 NEGOTIATORS ALLOWANCE

- 19.1 An employee appointed as a Negotiator is to be paid an allowance of \$1,000 per annum effective ffppcooa 1 December 2023.
- 19.2 The purpose of this allowance is to compensate Negotiators for maintaining their negotiation skills and knowledge, and for the exercise of the skills and knowledge in Tasmania Prison Service operations. This may include the requirement to undertake regular assessment processes. This allowance is only payable whilst the employee is a member of the Negotiators team.

20 DEDICATED RESPONSE TEAM ALLOWANCE

- 20.1 An employee appointed to the Dedicated Response Team is to be paid an allowance of \$1,000 per annum effective ffppcooa 1 December 2023.
- 20.2 The purpose of this allowance is to compensate Dedicated Response Team members to maintain skills and fitness levels in accordance with the tasks and duties of the Dedicated Response Team. This may include the requirement to undertake regular assessment processes. This allowance is only payable whilst the employee is a member of the Dedicated Response Team.



21 TRAVEL ALLOWANCES CORRECTIONAL OFFICER RECRUIT TRAINING

21.1. An employee classified as Correctional Officer Recruit Training who is required by their employer to travel and stay away overnight from their home for recruit training, where accommodation with cooking facilities is provided, is to be paid:

- (i) the applicable meal allowances in accordance with the rates set out in the Tasmanian State Service Award, Part IV – Expense and Other Allowances, Clause 2(d) for the days they are required to remain away;
- (ii) travel time at their ordinary hourly rate of pay for the journey from their residence to the recruit training and return, limited to one return trip for each week of the recruit school. This paid travel time is reduced by any periods of travel provided by the employer for this purpose during an employee's normal hours of work; and
- (iii) one incidental expenses payment per week for the duration of the training course. The incidental payment rate is to be in accordance with the Tasmanian State Service Award, Part IV – Expense and Other Allowances, Clause 3(a)(i)(1) 'Incidental Expenses'.

21.2 'Ordinary hourly rate of pay' means the single time hourly rate of pay for the employee's base salary.

22 MANAGEMENT OF RECREATION LEAVE BY EMPLOYEES

22.1 An employee and employer may agree for the employee to cash out a particular amount of their accrued recreation leave subject to:

- (i) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than twenty (20) days for a Day Worker or thirty (30) days for a Shift Worker; and
- (ii) Cashing out a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and
- (iii) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now to be foregone; and
- (iv) The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out.

23 SALARY SACRIFICE BY EMPLOYEES

23.1 Superannuation



23.1.1 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 or legislation.

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

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

23.1.4 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.

23.2 Other benefits

23.2.1 An employee may elect to sacrifice a proportion of their award salary for non-salary and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive or legislation.

23.2.2 Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.

23.2.3 Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.

23.2.4 Salary sacrifice arrangements will be annual based on the Fringe Benefits Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

23.3 Novated Lease of Vehicle

23.3.1 Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with Tasmanian and Commonwealth government directive or legislation.

23.3.2 All salary sacrifice arrangements are to be administered nominated by the employer following consultation with unions.



23.3.3 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.

23.3.4 The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.

23.3.5 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.

23.3.6 An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

24 AWARD UPDATE

The parties agree to work together to update the Custodial Officers' Award to ensure it is a contemporary document and provides for an appropriate safety net of salaries and conditions of employment.

The parties agree to commit resources to ensure the award update is completed by 30 June 2024.

25 GRIEVANCE AND DISPUTE SETTLING PROCESS

Where a dispute or grievance arises about any matter contained in this agreement, this clause sets out the process to settle the matter:

25.1 The employee/s may appoint a representative, including a union official, union delegate, or any other person, to act on their behalf during this process.

25.2 Where relevant the employee/s will first meet and confer with their immediate supervisor.

25.3 Where a union delegate is involved, they shall be allowed reasonable time during working hours to interview the employee/s and the supervisor, and to consult the union official of the union to which they belong about the matter.

25.4 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.

25.5 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



OFFICIAL

matter, the parties shall jointly or individually refer the matter to the appropriate Industrial Tribunal.

- 25.6 Nothing in this clause prevents either party from referring a matter to the Tasmanian Industrial Commission or any successor body.
- 25.7 The Industrial Tribunal may settle the matter using any of the powers available to it, including arbitration.
- 25.8 While a dispute or grievance is being dealt with under this process, the status quo will remain, and work will continue without disruption.
- 25.9 However where a safety issue is involved, the immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.
- 25.10 At every stage of the process:
- 25.10.1 Notification of issues must be made at the earliest opportunity.
- 25.10.2 Throughout all stages of the process all relevant facts must be clearly identified and recorded.
- 25.10.3 Reasonable time limits must be allowed for completion of the various stages of the discussion. However, the parties must cooperate to ensure that the processes are carried out as quickly as possible.

26 JOB SHARING

Job sharing arrangements will be developed and made available to Correctional employees during the life of this Agreement. Job sharing arrangements are flexible work arrangements where two Correctional Officers share a single full-time position by dividing the work, each working part-time. The full-time position must be fully occupied by the two staff.

26.1 Job sharing will be subject to the following arrangements:

- 26.1.1 Job sharing arrangements will only be available to Correctional Officers who have been employed for a minimum of 12 months as a Correctional Officer.
- 26.1.2 Approval for job sharing requests is subject to the approval of the Director Human Resources. Written applications for job-sharing arrangements must be lodged with the Director Tasmania Prison Service who will provide a recommendation to the Director Human Resources.



OFFICIAL

- 26.1.3 The approval of job-sharing arrangements will be subject to operational requirements.
- 26.1.4 Job sharing arrangements must be for a defined period or time of not less than 12 months.
- 26.1.5 Staff participating in job share arrangements will be paid salary and accrue leave on a pro rata basis.
- 26.1.6 The job sharing arrangement must state the amount of hours each officer will work per roster cycle and the total amount of hours worked collectively by the officers must be 152 hours per 28 calendar day roster cycle.
- 26.1.7 Where a Correctional Officer who is job sharing undertakes any additional hours above those nominated for their job sharing arrangement per roster cycle, these additional hours will be paid at single time. There are two exceptions to this.
- 26.1.7.1 Firstly, where these hours are undertaken as a shift that is worked immediately prior to or immediately after an employee's rostered shift resulting in the working of back to back shifts, the additional hours will be paid as overtime.
- 26.1.7.2 Secondly, where the combination of additional hours paid at single time and the normal single time rostered hours total 152 hours in a roster cycle, any further additional hours worked in that roster cycle beyond that 152 hours will be paid as overtime irrespective of when they are worked.
- 26.1.8 Job sharing arrangements are to be formally documented and a copy of the job sharing arrangement will be retained on the relevant personnel files in the Human Resources Branch.
- 26.1.9 Correctional Officers who are participating in a job sharing arrangement must provide written notice three months prior to the nominated expiration of that arrangement, of their intention to cease the arrangement upon the 12 month expiry date, request extension of the existing job sharing arrangement or enter into a new job sharing arrangement.
- 26.1.10 A Correctional Officer participating in a job sharing arrangement can request cessation of that job-share arrangement however must provide a minimum of 3 months' notice of the cessation of that arrangement. Cessation of the job-sharing arrangement by one of the participating Correctional Officers will mean that the other participating Correctional Officer will also need to revert to full- time employment upon the cessation of the arrangement.



26.1.11 When a job sharing ceases because one of the participating employees is no longer able to undertake the arrangement due to:

- a. appointment to another position; or
- b. transfer to another facility or position; or
- c. resignation or termination of employment.

The three-month notice period provided for in clause 26.1.10 does not apply.

27 WORK HEALTH AND SAFETY

27.1 The employer recognises its responsibility to provide a safe work environment for all employees, acknowledging the importance of communication and engagement in developing and maintaining safe systems of work, and supporting injured employees through the injury management process.

27.2 The parties to this Agreement recognise the importance of working together to achieve healthy and safe workplaces and are committed to supporting policies, procedures and systems of work that ensure the work health and safety of all employees.

27.3 The parties are committed to maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, bullying and harassment.

27.4 The employer will take all reasonably practicable steps to:

- (i) foster a culture of respect and inclusivity in the workplace;
- (ii) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying and harassment;
- (iii) provide supportive injury management processes, with an emphasis on rehabilitation and vocational outcomes for injured employees; and
- (iv) take all reasonable steps to prevent injuries and illness.

27.5 The employer will maintain supporting consultative structures in place including:

- (i) consultation in the identification of work groups;
- (ii) nominations for Health and Safety Representative (HSR) and Deputy Health and Safety Representative (DHSR) positions and elections where necessary;
- (iii) training HSRs and DHSRs as required;
- (iv) constituting and regularly convening a Work Health Safety Committee with any appropriate sub-structures to represent discreet geographical or operational needs; and



- (v) recognising the role of unions in maintaining a safe work environment.

28 PRODUCTIVITY AND EFFICIENCY

The parties to this Agreement recognise the organisational benefits of improved processes and work arrangements.

To ensure transparency around efficiency and productivity, the Tasmania Prison Service and Department of Justice undertake that, for the life of this Agreement, they will make available to all staff and their unions on a regular basis, reports on key performance indicators.

These details will be reported on in the Tasmania Prison Service Monthly Report and include key performance indicators encompassing the following:

1. Year to date progress against budget;
2. Ordinary time wage costs for Correctional Officers;
3. Overtime wage costs for Correctional Officers;
4. The number of correctional vacancies;
5. Daily absences;
6. Daily vacant posts;
7. Out of cell time;
8. Staff absence rates; and
9. Workers Compensation and Rehabilitation Indicators.

The Tasmania Prison Service and the Department of Justice undertakes to report on these key performance indicators in a format that is clear and easily understandable.

29 TACTICAL RESPONSE GROUP 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 Tactical Response Group (TRG) members on rostered leave.

30 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 the 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.

31 MEAL BREAKS

31.1 The following paid meal breaks shall apply:

- (i) 8-hour shift: 1 x 20 minute paid meal break, to be taken within the first 5 hours of duty;
- (ii) 10-hour shift: 1 x 30 minute paid meal break, to be taken within the first 5 hours of duty;
- (iii) 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.

32 LEAVE RESERVED MATTERS

The following four matters are reserved for further examination and progression during the life of the Agreement:

32.1 Staffing Strategy

The Department shall develop a Staffing Strategy, following the finalisation and implementation of the new short staffing model for the Risdon Prison Complex, which will form part of that Staffing Strategy, as will the existing short staffing arrangements in the other facilities.

The Department shall also review the current roster principles as part of the development of the Staffing Strategy, with the intention of incorporating those principles into the Staffing Strategy.

Once the Staffing Strategy is developed, the Department shall support varying the Agreement to incorporate the Staffing Strategy, including the rostering principles and short staffing model, as an Appendix.

This work will be undertaken in consultation with the United Workers' Union and the Community and Public Sector Union. The proposed completion date is 30 June 2024.

32.2 Rest on Night Shift



OFFICIAL

The parties agree to continue discussions to identify circumstances in which correctional employees can rest during night shift.

32.3 Review of the remuneration arrangements and review of staffing and appropriate service levels for the Drug Detector Dog Handlers

The Department shall undertake a review of the remuneration arrangements for Drug Detector Dog Handlers to assess whether their remuneration is appropriate to their duties and responsibilities.

The Department shall also undertake a review into the staffing and appropriate service levels within the Drug Detector Dog Handler Unit.

This work will be undertaken in consultation with the United Workers' Union and the Community and Public Sector Union. The proposed completion date is 31 December 2024.

33 NO EXTRA CLAIMS

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

34 ADJUSTMENT TO WAGE RELATED ALLOWANCES

Unless specified separately in this Agreement, all monetary allowances in this agreement will be automatically adjusted upward from 1 July each year by the same percentage as the base salary rate for the lowest level of the Correctional Supervisor classification between 1 July in the preceding year and 30 June of that year.

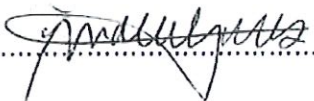


OFFICIAL

35 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

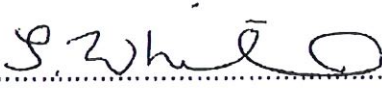
Signed:.....

Name: Kiralee Grates

Date: 16/9/26

SIGNED FOR AND ON BEHALF OF

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

Signed:.....

Name: Thirza White

Date: 28.8.26

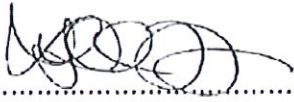


OFFICIAL

OFFICIAL

SIGNED FOR AND ON BEHALF OF

United Workers' Union, Tasmania Branch

Signed: 

Name: Lyndal Ryan - President

Date: 26 August 2026



OFFICIAL



OFFICIAL

SCHEDULE 1 – SALARY INCREASES FOR DAY WORKERS

Classification	Current effective ffpccoaa 1 Dec 2022 Base Salary	Low Income Payment into base effective ffpccoaa 1 Dec 2023 (\$500)	Cost of Living Payment into base effective ffpccoaa 1 Dec 2023 (\$1000)	3.5% effective ffpccoaa 1 Dec 2023 Base Salary	Base Salary Adjustment effective ffpccoaa 1 Dec 2023 Base Salary	TPS Correctional Payment one-off effective 1 Dec 2023 (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2023* (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2024 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2024 Base Salary	Low Income Payment one-off effective ffpccoaa 1 Dec 2025 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2025 Base Salary
Correctional Officer (CO) Training	\$58,664	\$59,164	\$60,164	\$62,270	\$62,702	\$2,000	\$1,000	\$500	\$64,583	\$500	\$66,520
CO Probationary	\$62,981	\$63,481	\$64,481	\$66,738	\$67,198	\$2,000	\$1,000	\$500	\$69,214	\$500	\$71,290
CO Level 1	\$65,445	\$65,945	\$66,945	\$69,288	\$69,764	\$2,000	\$1,000	\$500	\$71,857	\$500	\$74,013
CO Level 2	\$68,172	\$68,672	\$69,672	\$72,111	\$72,605	\$2,000	\$1,000	\$500	\$74,783	\$500	\$77,026
CO Level 3	\$69,535	\$70,035	\$71,035	\$73,521	\$74,024	\$2,000	\$1,000	\$500	\$76,245	\$500	\$78,532
ADVANCED ASSESSMENT POINT											
First Class Correctional Officer (FCCO) Level 1	\$70,876	\$71,376	\$72,376	\$74,909	\$75,422	\$2,000	\$1,000	\$500	\$77,685	\$500	\$80,016
FCCO Level 2	\$72,718	\$73,218	\$74,218	\$76,816	\$77,341	\$2,000	\$1,000	\$500	\$79,661	\$500	\$82,051
FCCO Level 3	\$73,813	\$74,313	\$75,313	\$77,949	\$78,481	\$2,000	\$1,000	\$500	\$80,835	\$500	\$83,260
PROMOTION											

OFFICIAL



OFFICIAL

Classification	Current effective ffpccoaa 1 Dec 2022 Base Salary	Low Income Payment into base effective ffpccoaa 1 Dec 2023 (\$500)	Cost of Living Payment into base effective ffpccoaa 1 Dec 2023 (\$1000)	3.5% effective ffpccoaa 1 Dec 2023 Base Salary	Base Salary Adjustment effective ffpccoaa 1 Dec 2023 Base Salary	TPS Correctional Payment one-off effective 1 Dec 2023 (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2023* (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2024 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2024 Base Salary	Low Income Payment one-off effective ffpccoaa 1 Dec 2025 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2025 Base Salary
ADVANCED ASSESSMENT POINT											
Correctional Supervisor (CS) Level 1	\$76,162		\$77,162	\$79,863	\$80,593	\$2,000			\$83,011		\$85,501
CS Level 2	\$78,340		\$79,340	\$82,117	\$82,663	\$2,000			\$85,143		\$87,697
CS Level 3	\$80,440		\$81,440	\$84,290	\$84,850	\$2,000			\$87,396		\$90,018
PROMOTION											
CS Level 4	\$81,798		\$82,798	\$85,696	\$86,265	\$2,000			\$88,853		\$91,519
CS Level 5	\$83,925		\$84,925	\$87,897	\$88,480	\$2,000			\$91,134		\$93,868
CS Level 6	\$86,731		\$87,731	\$90,802	\$91,403	\$2,000			\$94,145		\$96,969
CS Level 7	\$88,038		\$89,038	\$92,154	\$92,764	\$2,000			\$95,547		\$98,413
Correctional Supervisor Grade 2	\$88,125		\$89,125	\$92,244	\$92,853	\$2,000			\$95,639		\$98,508
Superintendent Grade 1 (Reverted)	\$90,282		\$91,282	\$94,477	\$95,100	\$2,000			\$97,953		\$100,892
Superintendent Level 1	\$100,669		\$101,669	\$105,227	\$105,921	\$2,000			\$109,099		\$112,372

OFFICIAL

Classification	Current effective ffpccoaa 1 Dec 2022 Base Salary	Low Income Payment into base effective ffpccoaa 1 Dec 2023 (\$500)	Cost of Living Payment into base effective ffpccoaa 1 Dec 2023 (\$1000)	3.5% effective ffpccoaa 1 Dec 2023 Base Salary	Base Salary Adjustment effective ffpccoaa 1 Dec 2023 Base Salary	TPS Correctional Payment one-off effective 1 Dec 2023 (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2023* (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2024 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2024 Base Salary	Low Income Payment one-off effective ffpccoaa 1 Dec 2025 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2025 Base Salary
Superintendent Level 2	\$102,684		\$103,684	\$107,313	\$108,018	\$2,000			\$111,259		\$114,597
Superintendent Level 3	\$106,038		\$107,038	\$110,784	\$111,512	\$2,000			\$114,857		\$118,303
Superintendent Grade 2	\$109,684		\$110,684	\$114,558	\$115,314	\$2,000			\$118,773		\$122,336
PROMOTION											
Chief Superintendent Level 1	\$119,203		\$120,203	\$124,410	\$125,231	\$2,000			\$128,988		\$132,858
Chief Superintendent Level 2	\$132,400		\$133,400	\$138,069	\$138,980	\$2,000			\$143,149		\$147,443





OFFICIAL

SCHEDULE 2 – SALARY INCREASES INCLUSIVE OF ANNUAL ALLOWANCE FOR SHIFT WORK AND DUTY MANAGER ALLOWANCE

Classification	Current effective ffpccoaa 1 Dec 2022 Base Salary	Low Income Payment into base effective ffpccoaa 1 Dec 2023 (\$500)	Cost of Living Payment into base effective ffpccoaa 1 Dec 2023 (\$1000)	3.5% effective ffpccoaa 1 Dec 2023 Base Salary	Base Salary Adjustment effective ffpccoaa 1 Dec 2023 Base Salary	TPS Correctional Payment one-off effective 1 Dec 2023 (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2023* (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2024 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2024 Base Salary	Low Income Payment one-off effective ffpccoaa 1 Dec 2025 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2025 Base Salary
SALARIES INCLUDING ANNUAL ALLOWANCE FOR SHIFT WORK (1.28 multiplier from ffpccoaa 1 Dec 2023; 1.29 multiplier from ffpccoaa 1 Dec 2024; 1.30 multiplier from ffpccoaa 1 Dec 2025)											
CO Probationary	\$80,615	\$81,256	\$82,536	\$85,425	\$86,013	\$2,000	\$1,000	\$500	\$89,286	\$500	\$92,677
CO Level 1	\$83,769	\$84,410	\$85,690	\$88,689	\$89,298	\$2,000	\$1,000	\$500	\$92,696	\$500	\$96,217
CO Level 2	\$87,261	\$87,900	\$89,180	\$92,302	\$92,934	\$2,000	\$1,000	\$500	\$96,470	\$500	\$100,134
CO Level 3	\$89,005	\$89,645	\$90,925	\$94,107	\$94,751	\$2,000	\$1,000	\$500	\$98,356	\$500	\$102,092
ADVANCED ASSESSMENT POINT											
First Class Correctional Officer (FCCO) Level 1	\$90,722	\$91,361	\$92,641	\$95,884	\$96,540	\$2,000	\$1,000	\$500	\$100,214	\$500	\$104,021
FCCO Level 2	\$93,079	\$93,719	\$94,999	\$98,324	\$98,996	\$2,000	\$1,000	\$500	\$102,763	\$500	\$106,666
FCCO Level 3	\$94,479	\$95,121	\$96,401	\$99,775	\$100,456	\$2,000	\$1,000	\$500	\$104,277	\$500	\$108,238
PROMOTION											
Correctional Supervisor (CS) Level 1	\$97,486		\$98,767	\$102,225	\$103,159	\$2,000			\$107,084		\$111,151

OFFICIAL

Classification	Current effective fppcooa 1 Dec 2022 Base Salary	Low Income Payment into base effective fppcooa 1 Dec 2023 (\$500)	Cost of Living Payment into base effective fppcooa 1 Dec 2023 (\$1000)	3.5% effective fppcooa 1 Dec 2023 Base Salary	Base Salary Adjustment effective fppcooa 1 Dec 2023 Base Salary	TPS Correctional Payment one-off effective 1 Dec 2023 (pro-rata)	Low Income Payment one-off effective fppcooa 1 Dec 2023* (pro-rata)	Low Income Payment one-off effective fppcooa 1 Dec 2024 (pro-rata)	3.0% effective fppcooa 1 Dec 2024 Base Salary	Low Income Payment one-off effective fppcooa 1 Dec 2025 (pro-rata)	3.0% effective fppcooa 1 Dec 2025 Base Salary
CS Level 2	\$100,276		\$101,555	\$105,110	\$105,809	\$2,000			\$109,834		\$114,006
CS Level 3	\$102,963		\$104,243	\$107,891	\$108,608	\$2,000			\$112,741		\$117,023
ADVANCED ASSESSMENT POINT											
CS Level 4	\$104,702		\$105,981	\$109,691	\$110,419	\$2,000			\$114,620		\$118,975
CS Level 5	\$107,423		\$108,704	\$112,508	\$113,254	\$2,000			\$117,563		\$122,028
CS Level 6	\$111,015		\$112,296	\$116,227	\$116,996	\$2,000			\$121,447		\$126,060
CS Level 7	\$112,689		\$113,969	\$117,957	\$118,738	\$2,000			\$123,256		\$127,937
Correctional Supervisor Grade 2	\$112,800		\$114,080	\$118,072	\$118,852	\$2,000			\$123,374		\$128,060
Superintendent Grade 1 (Reverted)	\$115,560		\$116,841	\$120,931	\$121,728	\$2,000			\$126,359		\$131,160
PROMOTION											
Superintendent Grade 2 (no disadvantage)	\$140,396		\$141,676	\$146,634	\$147,602	\$2,000			\$153,217		\$159,037



Classification	Current effective ffpccoaa 1 Dec 2022 Base Salary	Low Income Payment into base effective ffpccoaa 1 Dec 2023 (\$500)	Cost of Living Payment into base effective ffpccoaa 1 Dec 2023 (\$1000)	3.5% effective ffpccoaa 1 Dec 2023 Base Salary	Base Salary Adjustment effective ffpccoaa 1 Dec 2023 Base Salary	TPS Correctional Payment one-off effective 1 Dec 2023 (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2023* (pro-rata)	Low Income Payment one-off effective ffpccoaa 1 Dec 2024 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2024 Base Salary	Low Income Payment one-off effective ffpccoaa 1 Dec 2025 (pro-rata)	3.0% effective ffpccoaa 1 Dec 2025 Base Salary
SALARIES INCLUDING DUTY MANAGER ALLOWANCE											
Superintendent Level 1	\$118,227		\$119,461	\$123,642	\$124,457	\$2,000			\$128,191		\$132,037
Superintendent Level 2	\$120,653		\$121,829	\$126,093	\$126,921	\$2,000			\$130,729		\$134,651
Superintendent Level 3	\$124,594		\$125,770	\$130,171	\$131,027	\$2,000			\$134,957		\$139,006
PROMOTION											
Chief Superintendent Level 1	\$140,063		\$141,239	\$146,182	\$147,146	\$2,000			\$151,561		\$156,108
Chief Superintendent Level 2	\$155,570		\$156,745	\$162,231	\$163,302	\$2,000			\$168,200		\$173,246





OFFICIAL

SCHEDULE 3 - SALARY ARRANGEMENTS FOR SUPERINTENDENT AND CHIEF SUPERINTENDENT

Effective from the first full pay period commencing on or after 15 July 2026.

Classification	Day Worker Salary per annum	Salary per annum Inclusive of 7.5% Duty Manager Allowance
Superintendent Level 1	\$129,302	\$139,000
Superintendent Level 2	\$131,865	\$141,755
Superintendent Level 3	\$134,481	\$144,567
PROMOTION		
Chief Superintendent Level 1	\$150,200	\$161,465
Chief Superintendent Level 2	\$166,722	\$179,226

OFFICIAL