

T14138/2013

## Correctional Officers Agreement 2013



1. **TITLE**

This Agreement shall be known as the Correctional Officers Agreement 2013.

2. **SCOPE**

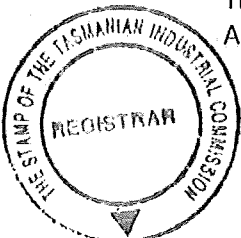
The Agreement shall be between the Minister Administering the *Tasmanian State Service Act 2000*, the Community and Public Sector Union (State Public Services Federation Tasmania) Inc and the United Voice (Tasmania Branch).

3. **ARRANGEMENT**

1. Title	2
2. Scope	2
3. Arrangement	2
4. Application	2
5. Relationship to the Relevant Award	3
6. Savings Clause	3
7. Date and Period of Operation	3
8. Use as a Precedent	3
9. No extra claims	3
10. Reserved Matters	3
11. Definitions	4
12. Salaries	5
13. Annual Salary to Compensate for Shift Work	6
14. Shift Work	6
15. Availability and Recall	6
16. Duty Manager Allowance	7
17. Management of Recreation Leave by Employees	8
18. Classification Structure and Progression Arrangements	8
19. Interstate and Overseas Experience	11
20. Transitional Arrangements – Classification Structure	11
21. Salary Packaging	11
22. Job Sharing	11
23. Work Health and Safety	13
24. Productivity and Efficiency	14
25. TRG Training	14
26. Payment of Overtime	14
27. Meal Breaks	14
28. Dispute Resolution Process	15
29. Signatories	16
Salaries:	Appendix 1
Classification and Translation Arrangements:	Appendix 2

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**

This Agreement shall take effect from the date of registration, except in relation to the effective date of salary increases which take effect from the dates provided within this Agreement. This Agreement will remain in force for a period of three years until 30 June 2016 with no salary increases payable beyond that date. The Agreement and matters contained in the Agreement will operate from the date of registration.

The parties agree that negotiations for a successor Agreement will commence no later than 1 April 2016.

**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**

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.

**10. RESERVED MATTERS**

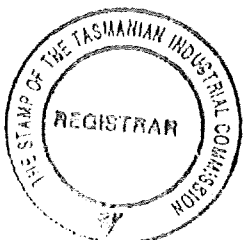
The following three items are reserved for further examination and progression during the life of the Agreement:

- Development of Roster Principles
- Health Insurance Scheme
- Minimum Staffing Levels

The parties agree to provide a report back to the Tasmanian Industrial Commission at the expiration of 12 months from the registration date of the Agreement. This report back will provide an update on the progress of the reserved items and will support the parties constructively progressing these matters in a timely manner. The reserved items are outlined in more detail below:

**(i) Rostering**

The parties to this Agreement undertake that, during the life of this Agreement, they will work collaboratively on rostering principles to ensure the efficient and safe deployment of Correctional Officers in Tasmania Prison Service worksites.



The parties agree to successfully conclude negotiation of rostering principles as outlined above as quickly as possible. Further, the parties agree to consider options for varying the Agreement to include relevant, agreed principles during the life of this Agreement.

**(ii) Health Insurance Scheme**

The parties agree to include Health Insurance as a Reserved Matter in the Agreement for further examination during the life of the Agreement. There are a variety of employer provided health insurance models that enable employees to obtain health insurance through an existing health insurance provider that has entered into a relationship with the employer. Employees still pay for their health insurance however subject to the model there can be beneficial arrangements comparative to a direct employee/provider market based relationship.

The parties will examine the mechanics and benefits of employer provided health insurance schemes to determine whether such a scheme would be feasible for the Tasmania Prison Service and how it would operate. Further details will be provided to employees on the findings of the parties.

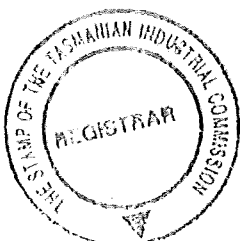
**(iii) Minimum Staffing Levels**

The parties agree that the establishment of minimum staffing levels is a workplace health and safety matter rather than an Award matter. The parties further agreed to establish minimum staffing levels and identify associated changes to TPS operations. Any agreement in relationship to minimum staffing levels will not be included in this Agreement but will be the subject of a formalised arrangement between the Tasmania Prison Service and employees.

**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**

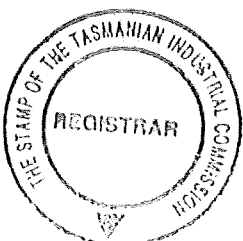
The following salary increases will apply to employees covered by this Agreement:

- 2% effective first full pay period commencing on or after 1 December 2013
- 2% effective first full pay period commencing on or after 1 December 2014
- 2% effective first full pay period commencing on or after 1 December 2015

Salary increases and salary rates are detailed in Appendix 1 of this Agreement.

## **13. ANNUAL SALARY TO COMPENSATE FOR SHIFT WORK**

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 and



any other overtime payments and the allowances described in Part IV Clause 10 of the Tasmanian State Service Award.

For employees classified as Superintendent Grade 1 this amount will also cover the requirement to participate in an on-call roster. These employees are ineligible for payments of on-call or availability allowances.

For employees classified as Superintendent Grade 2 this amount will also cover the requirement to participate in an on-call roster. When receiving this amount these employees are ineligible for payment of on-call allowance, availability allowance, recall payments and the Duty Manager allowance.

**14. SHIFT WORK**

The following Shift Work provisions will apply:

**(a) 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.

**(b) 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 Tasmania Prison Service Roster Bulletin. Nothing in the Tasmania Prison Service Roster Bulletin 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*.

**15. AVAILABILITY AND RECALL**

The provisions of Part VI Clause 5 of the Tasmanian State Service Award (S085) apply excepting as provided in 13 and 16 of this Agreement and as follows:

**(a) 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 5(c)(i)(1) of the Tasmanian State Service Award (S085);

**(b) Superintendent Grade 1**

- (i) Employees classified as Superintendent Grade 1 are required, by way of a roster or direction, to be available to resume duty and to remain:

- (1) Fit for duty; and



- (2) Readily contactable while so rostered or directed; and
    - (3) Able to resume duty.
  - (ii) Clause 5(b) of the Tasmanian State Service Award (S085) does not apply to employees classified as Superintendent Grade 1 and no payment is made for undertaking duties at home.
  - (iii) Clause 5(c) of the Tasmanian State Service Award (S085) applies to employees classified as Superintendent Grade 1 when they are required to return to the workplace to resume duty, including the minimum payment of 3 hours as stated in clause 5(c)(i)(1).
- (c) Superintendent Grade 2, Deputy Chief Superintendent and Chief Superintendent
- (i) Employees classified as Superintendent Grade 2 working shift work are required, by way of a roster or direction, to be available to resume duty and to remain:
    - (1) Fit for duty; and
    - (2) Readily contactable while so rostered or directed; and
    - (3) Able to resume duty.
  - (ii) Clauses 5(b) and 5(c) of the Tasmanian State Service Award (S085) do not apply to employees classified as Superintendent Grade 2, Deputy Chief Superintendent and Chief Superintendent and no payment is made for availability, undertaking duties at home or returning to the workplace.

**16. DUTY MANAGER ALLOWANCE**

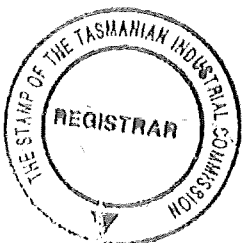
**(a) Superintendent Grade 2**

A Superintendent Grade 2 working day work may elect to participate in the State-wide on-call Duty 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 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 Manager roster. The Duty Manager Allowance cannot be paid to employees working Shift Work and in receipt of the shift work salary multiplier.



(b) Chief Superintendent

A Chief Superintendent may be required to participate in the Directorate on-call Duty Roster. When participating in the on-call Duty Roster the responsibilities of Chief Superintendent include:

- 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.

The base salary for a Chief Superintendent participating in the Directorate on-call Duty Roster will be increased by a multiplier of 1.175 for the duration that they participate in the roster.

**17. MANAGEMENT OF RECREATION LEAVE BY EMPLOYEES**

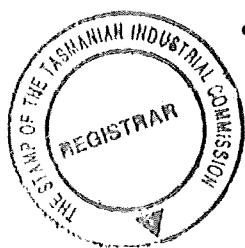
An employee and employer may agree for the employee to cash out a particular amount of their accrued recreation leave subject to:

- (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.

**18. CLASSIFICATION STRUCTURE AND PROGRESSION ARRANGEMENTS**

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

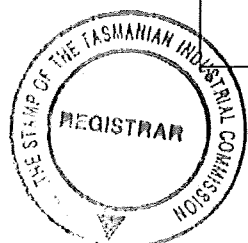
- Progression within the Correctional Officer Levels is automatic on attainment of the essential requirements.
- Progression to Correctional Supervisor is by promotion or appointment.
- Progression to Superintendent Grade 1 is by promotion or appointment.



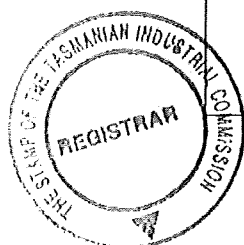


- Employees cannot progress to, be promoted or appointed to Superintendent Grade 2 except as part of the process of transition to the new classifications following registration of the Agreement.
- Progression to Deputy Chief Superintendent is by promotion or appointment.
- Progression to Chief Superintendent is by promotion or appointment.

Classification Title	Classification Function	Essential Requirements
Correctional Officer Recruit Training	Recruit	<ul style="list-style-type: none"> <li>• Pass Fitness Test Requirements;</li> <li>• Entrance assessment;</li> <li>• Completion of Work Health and Safety Module; and</li> <li>• Completion of Anti-Discrimination and Decency modules.</li> </ul>
<b>Satisfactory Completion of Training</b>		
Correctional Officer Probationary	Assigned Recruit	<ul style="list-style-type: none"> <li>• Satisfactory completion of Training assignments.</li> </ul>
<b>Satisfactory Completion of Assigned Probation</b>		
Correctional Officer Grade 1	Correctional Duties	<ul style="list-style-type: none"> <li>• Satisfactory completion of 12 months as Correctional Officer Probationary;</li> <li>• All Probation reports and targets at achieved or better rating; and</li> <li>• Certificate III in Correctional Practice (Custodial).</li> </ul>
Correctional Officer Grade 2	Correctional Duties	<ul style="list-style-type: none"> <li>• Completion of 12 months as Correctional Officer Grade 1;</li> <li>• Satisfactory attainment of Grade 1 requirements;</li> <li>• Completion of Work Health and Safety Awareness module; and</li> <li>• Completion of cultural competence and workplace behaviour module.</li> </ul>
Correctional Officer Grade 3	Correctional Duties	<ul style="list-style-type: none"> <li>• Completion of 12 months as Correctional Officer Grade 2;</li> <li>• One "achieved" or better Annual Assessment (Report); and</li> <li>• Completion of Decency Modules.</li> </ul>
Correctional Officer First Class	Leading Correctional Officer	<ul style="list-style-type: none"> <li>• Completion of Certificate IV in Correctional Practice (Entry requirement) or relevant university qualification; OR Completion of Internal written assessment paper. (Entry requirement, qualifying rate 65%);</li> <li>• Completion of 36 months as Correctional Officer Grade 3;</li> </ul>



		<ul style="list-style-type: none"> <li>• Three "achieved" or better Annual Assessments (Reports);</li> <li>• Attendance on the Supervisor Induction Course (attained the required rating in multi choice assessment); and</li> <li>• Completion of anti-discrimination training module.</li> </ul>
<b>Promotion</b>		
Correctional Supervisor	Leader of TPS Team(s)	<ul style="list-style-type: none"> <li>• Completion of Certificate IV in Correctional Practice (Entry requirement) or relevant University qualification;</li> <li>• Completion of Internal Written Assessment Paper (Entry Requirement)</li> <li>• Qualifying through an internal Supervisor Board;</li> <li>• Three "achieved" or better Annual Assessments (Reports) as Correctional Officer;</li> <li>• Completion of a Correctional internal management/Leadership course;</li> <li>• Achieved pass mark in TPS job simulation internal assessment; and</li> <li>• Has achieved Correctional Officer First Class.</li> </ul>
<b>Promotion</b>		
Superintendent Grade 1	Head of a TPS Department	<ul style="list-style-type: none"> <li>• Completion of at least three years as Correctional Supervisor and/or 5 years as Correctional Officer;</li> <li>• Three achieved or greater Annual Assessments (Reports) as Correctional Supervisor;</li> <li>• Satisfactory completion of TPS Job Simulation Assessment Centre;</li> <li>• Completion of WH&amp;S Manager Training;</li> <li>• Completion of TPS management course; and</li> <li>• Certificate IV in Government or recognised certificate in frontline management.</li> </ul>
Superintendent Grade 2	Head of a TPS Department	<ul style="list-style-type: none"> <li>• Previously employed as Correctional Manager.</li> </ul>
<b>Promotion</b>		
Deputy Chief Superintendent	Head of a large TPS function	<ul style="list-style-type: none"> <li>• Completion of at least three years as Superintendent or equivalent;</li> <li>• Completion of Diploma of Correctional Administration or equivalent or Diploma in Management of Public Sector Management Course; and</li> <li>• Achieved pass mark in TPS job simulation internal assessment.</li> </ul>



Promotion		
Chief Superintendent	Head of a TPS Facility or Facilities	<ul style="list-style-type: none"> <li>• Completion of at least three years as Deputy Chief Superintendent or equivalent;</li> <li>• Completion of Diploma of Correctional Administration or equivalent or Diploma of Front Line Management or Public Sector Management Course; and</li> <li>• Achieved pass mark in TPS job simulation internal assessment.</li> </ul>

#### 19. RELEVANT PRIOR EXPERIENCE AND QUALIFICATIONS

Relevant prior experience and/or qualifications for external applicants applying for appointment, or newly appointed to the Tasmania Prison Service can be recognised as follows:

- (a) The essential requirements contained in the table at clause 18 of this Agreement contain a number of elements specific to the Tasmania Prison Service. External applicants not currently employed by the Tasmania Prison Service can be appointed to positions classified under this Agreement where they possess experience and/or qualifications assessed as relevant and equivalent to the essential requirements.
- (b) New employees with relevant prior 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 being assessed as meeting the essential qualification requirements. Recognition of prior experience and application of the new remuneration level will occur after the employee has successfully completed the recruit induction and will be effective from that point. 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.

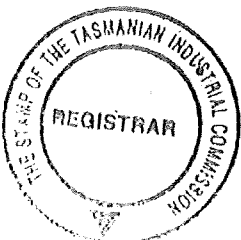
#### 20. TRANSITIONAL ARRANGEMENTS – CLASSIFICATION STRUCTURE

The arrangements for the transition of existing classifications to the new classification structure are detailed at Appendix 2 of this Agreement. These arrangements apply only at the time of transition to the new classifications following registration of the Award and supersede the progression arrangements outlined in clause 17 of this Agreement.

#### 21. SALARY PACKAGING

Salary packaging arrangements are available to employees covered by this Agreement. The following provisions will apply for the period an employee enters into a Salary Packaging Agreement:

- (a) A Salary Packaging Agreement [SPA] is the formal administrative instrument between the employee, MAXXIA – as the SPA manager and the employer which enables salary packaging arrangements to be put in place.



- (b) Subject to this clause, the salary payable to an employee or applicable position where the occupant elects to enter into a SPA, pursuant to the provisions of the Correctional Officers' Agreement 2013 is to be the salary payable under the SPA, notwithstanding any other provision of this Agreement.
- (c) Any entitlement to overtime or shift allowance is to be based on the salary that would have been payable had the employee not entered into a SPA.
- (d) Where on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued entitlements including long service leave, the payment is to be calculated on the salary that would have been payable had the employee not entered into a SPA.
- (e) Employer and employee superannuation contributions are to be based on the salary that would have been payable had the employee not entered into a SPA.
- (f) An employee seeking to withdraw from an SPA must comply with the SPA Manager's required period of notice of the intention to withdraw.

## **22. 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.

Job sharing will be subject to the following arrangements:

- (a) Job-sharing arrangements will only be available to Correctional Officers who have been employed for a minimum of 12 months as a Correctional Officer.
- (b) 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.
- (c) The approval of job sharing arrangements will be subject to operational requirements.
- (d) Job sharing arrangements must be for a defined period or time of not less than 12 months.
- (e) Staff participating in job-share arrangements will be paid salary and accrue leave on a pro rata basis.
- (f) 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.
- (g) 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.



- (i) 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.
  - (ii) 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.
- (h) 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.
- (i) Correctional Officers who are participating in a job sharing arrangement must provide written notice 3 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.
- (j) 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.
- (k) When a job sharing ceases because one of the participating employees is no longer able to undertake the arrangement due to:
- (i) appointment to another position; or
  - (ii) transfer to another facility or position; or
  - (iii) resignation or termination of employment.
- The 3 month notice period provided for in clause (j) does not apply.

## **23. WORK HEALTH AND SAFETY**

The parties to this Agreement recognise the requirement to work together to achieve healthy and safe workplaces. To that end the parties undertake to facilitate a collaborative and respectful approach to work health and safety. The preceding undertakings require the parties to actively participate in:

- (a) Consultation in the identification of workgroups,
- (b) Nominations for Health and Safety Representative (HSR) and Deputy Health and Safety Representative (DHSR) positions and elections where necessary,
- (c) Training HSRs and DHSRs as required, and
- (d) Constituting and regularly convening a Work Health Safety Committee with any appropriate sub-structures to represent discreet geographical or operational realities.



**24. PRODUCTIVITY AND EFFICIENCY**

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

In order to increase 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, and,
4. 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.

**25. 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.

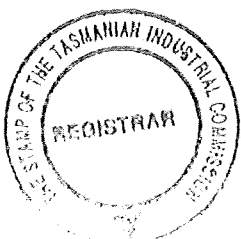
**26. PAYMENT OF OVERTIME**

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.

**27. MEAL BREAKS**

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

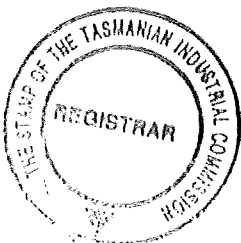
- 8 hour shift: 1 x 20 minute paid meal break, to be taken within the first 5 hours of duty;
- 10 hour shift: 1 x 30 minute paid meal break, to be taken within the first 5 hours of duty;
- 12 hour shift: 2 x 30 minute paid meal breaks, the first one to be taken within the first 5 hours of duty and the second break within the subsequent 7 hours of duty.



**28. 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:

- a) 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.
- b) Where the delegate is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.
- c) 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 consult 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 dispute resolution procedures are carried out as quickly as possible.



29. SIGNATORIES

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

.....*F Ogle*.....  
*Franks Ogle*  
*Director, SSMD*

Date: *19.12.2013*.

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

.....*M Johnston*.....  
*MATHEW JOHNSTON*  
*ASSISTANT GENERAL SECRETARY*  
*CPSU*

Date: *20/12/13*

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

.....*A Secretary*.....  
*Secretary United Voice Tasmania*

Date: *20.12/13*

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





## Appendix 1

**SALARIES**

The following tables outline the classification structure, salaries and salary increases over the life of the Agreement:

<b>Day Work Salaries</b>				
<b>New Classification Structure</b>				
Classification	Salary	2% ffppcooa 01/12/2013	2% ffppcooa 01/12/2014	2% ffppcooa 01/12/2015
Correctional Officer Training	46000	46920	47858	48815
Correctional Officer Grade Probationary	49410	50398	51406	52434
Correctional Officer Grade 1	50866	51883	52921	53979
Correctional Officer Grade 2	53059	54120	55202	56306
Correctional Officer Grade 3	53944	55023	56123	57245
Correctional Officer First Class A (Transitional)	55469	56578		
Correctional Officer First Class B (Transitional)			57992	
Correctional Officer First Class				59732
Correctional Supervisor A (Transitional)	61524	62754		
Correctional Supervisor B (Transitional)			64323	
Correctional Supervisor				66253
Old Correctional Supervisor Grade 2 (Transitional)*	69395	70783	72553	74730
Superintendent Grade 1A (Transitional)	71094	72516		
Superintendent Grade 1B (Transitional)			74329	
Superintendent Grade 1				76559
Superintendent Grade 2A (Transitional)**	86373	88100		
Superintendent Grade 2B (Transitional)**			90303	
Superintendent Grade 2 (Transitional)**				93012
Deputy Chief Superintendent A (Transitional)***	107380	109528		
Deputy Chief Superintendent B (Transitional)***			112266	
Deputy Chief Superintendent ***				115634
Chief Superintendent A (Transitional)****	103731	105806		
Chief Superintendent B (Transitional)****			108451	
Chief Superintendent****				111705

\*To be abolished once all employees currently classified as Correctional Supervisor Grade 2 transition to Superintendent Grades 1A, 1B or 1.

\*\*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.

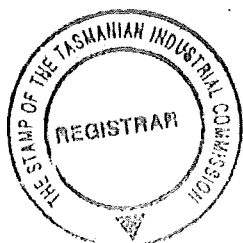
\*\*\*\*On-Call arrangements attract an additional 17.5%.



Shift Work Salary Rates				
New Classification Structure				
Classification	Salary	2%	2%	2%
		01/12/2013	01/12/2014	01/12/2015
Correctional Officer Grade Probationary	63245	64510	65800	67116
Correctional Officer Grade 1	65108	66410	67738	69093
Correctional Officer Grade 2	67913	69271	70656	72069
Correctional Officer Grade 3	69048	70429	71838	73274
Correctional Officer First Class A (Transitional)	71000	72420		
Correctional Officer First Class B (Transitional)			74231	
Correctional Officer First Class				76457
Correctional Supervisor A (Transitional)	78750	80325		
Correctional Supervisor B (Transitional)			82333	
Correctional Supervisor				84803
Old Correctional Supervisor Grade 2 (Transitional)*	88826	90603	92868	95654
Superintendent Grade 1A (Transitional)**	91000	92820		
Superintendent Grade 1B (Transitional)**			95141	
Superintendent Grade 1**				97995
Superintendent Grade 2A (Transitional)**	110557	112768		
Superintendent Grade 2B (Transitional)**			115587	
Superintendent Grade 2 (Transitional)**				119055

\*To be abolished once all employees currently classified as Correctional Supervisor Grade 2 transition to Superintendent Grades 1A, 1B or 1.

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



## Appendix 2

**CLASSIFICATION AND TRANSLATION ARRANGEMENTS**

The existing classifications will transition to the new classifications as follows:

Existing Classification	New Classification
New recruits employed post Agreement effective date	Correctional Officer Recruit Training
Correctional Officer Probationary	Correctional Officer Probationary
Correctional Officer Grade 1	Correctional Officer Grade 1
Correctional Officer Grade 2	Correctional Officer Grade 2
Correctional Officer Grade 3	Correctional Officer Grade 3
Correctional Officer Grade 4	Correctional Officer First Class A
Correctional Supervisor Grade 1	Correctional Supervisor A
Correctional Supervisor Grade 2	Superintendent Grade 1A*
Correctional Manager	Superintendent Grade 2A
Closed Correctional Manager Selection Process	Deputy Chief Superintendent A
General Manager	Chief Superintendent A

\*There will be some staff currently employed as Correctional Supervisor Grade 2 that initially remain in Correctional Supervisor positions until a sufficient number of Superintendent positions become available.



The transition of existing classifications and salaries to new classifications and salaries is detailed further in the table below:

Current Classification	Old Salary (Day Rates)	New Classification	New Salary*	Comments
N/A	N/A	Correctional Officer Recruit Training	\$46,000	New classification to represent staff on Training School so no existing staff to translate to this level.
Correctional Officer Probationary	\$49,410	Correctional Officer Probationary	\$49,410 (Day) \$63,245 (Shift)	
Correctional Officer Grade 1	\$50,868	Correctional Officer Grade 1	\$50,866 (Day) \$65,108 (Shift)	
Correctional Officer Grade 2	\$53,059	Correctional Officer Grade 2	\$53,059 (Day) \$67,913 (Shift)	
Correctional Officer Grade 3	\$53,944	Correctional Officer Grade 3	\$53,944 (Day) \$69,048 (Shift)	
Correctional Officer Grade 4	\$54,521	Correctional Officer First Class A	\$55,469 (Day) \$71,000 (Shift)	
Correctional Supervisor Grade 1	\$61,524	Correctional Supervisor A	\$61,524 (Day) \$78,750 (Shift)	
Correctional Supervisor Grade 2	\$69,395	Superintendent Grade 1 A	\$71,094 (Day) \$91,000 (Shift)	
Correctional Manager	\$86,373	Superintendent Grade 2 A	\$86,373 (Day) \$110,557 (shift)	Plus On-Call allowance (17.5%) On-call and hours worked as required. Transition classification with no progression or new appointments.
		Deputy Chief Superintendent A	\$107,380	New Classification. On-call and hours worked as required.**
General Manager	\$103,731	Chief Superintendent A	\$103,731 (Day)	Plus On-Call allowance (17.5%) On-call and hours worked as required.

\*These salaries do not include the proposed 2% salary increases available under this agreement.

\*\*The on-call requirement for Deputy Chief Superintendents is already reflected in their remuneration. A provision dealing with the availability arrangements for Deputy Chief Superintendents has been included at point 16 above.



The transition arrangements are as follows:

(1) Transition to new Salaries:

There are new classifications and accompanying salaries contained in the Agreement for the following classifications: Correctional Officer First Class; Correctional Supervisors; Superintendent Grade 1; Superintendent Grade 2; Deputy Chief Superintendent and Chief Superintendent.

The transition to these new classifications and salary rates is as follows:

- Employees currently employed with a permanent substantive classification of Correctional Officer Grade 4 will transition to the First Class A salary rate effective from the registration date of the agreement.
- Employees currently employed with a permanent substantive classification of Correctional Supervisor Grade 1 will transition to the Correctional Supervisor A salary rate effective from the registration date of the agreement.
- Employees currently employed with a permanent substantive classification of Correctional Supervisor Grade 2 will transition to the Superintendent Grade 1A salary upon commencement in that role following their transition. Until that time employees classified as Correctional Supervisor Grade 2 will receive the appropriate Correctional Supervisor Grade 2 transition salary (commencing at Correctional Supervisor Grade 2A).
- Employees currently employed with a permanent substantive classification of Correctional Manager will transition to the Superintendent Grade 2A salary rate effective from the registration date of the agreement.
- Employees currently employed with a permanent substantive classification of Correctional Manager that are successful in transitioning to the classification of Deputy Chief Superintendent will transition to the Deputy Chief Superintendent A salary upon commencement in that role.
- Employees currently employed with a permanent substantive classification of General Manager will transition to the Chief Superintendent A salary rate effective from the registration date of the agreement.

(2) Transition to new Classifications

Transition to the new classifications of Correctional Officer First Class, Correctional Supervisor and Chief Superintendent occurs automatically as illustrated in the above table. The arrangements for the transition of employees to positions classified as Deputy Chief Superintendent, Superintendent Grade 2A and Superintendent Grade 1A are outlined below:

- The introduction of the Deputy Chief Superintendent positions will occur through the transition of 2 permanent substantive Correctional Managers. The identification of these two Correctional Managers will be by way of a structured assessment of the skills, knowledge, qualifications and experience of the existing permanent substantive Correctional Managers.

Should this assessment process fail to identify suitable Correctional Managers for transition to the Deputy Chief Superintendent positions then these roles will be subject to a merit selection process open to all TPS staff and the broader community.



The transition arrangement is limited to the introduction of the classification structure and any future vacancies for positions classified as Deputy Chief Superintendent will be filled by open merit processes.

- Any employees employed with the substantive classification of Correctional Manager that are not appointed as Deputy Chief Superintendent will automatically transition to a Superintendent position with the classification of Superintendent Grade 2A.
- Correctional Managers transitioning to Superintendent Grade 2A will be required to remain 'on-call' for the duration of this Agreement unless arrangements are made for them to undertake shift work, in which case the shift allowance would replace the Duty Manager allowance and any on-call/availability allowances. Shift work will only be made available to Superintendent Grade 2 roles at the discretion of the employer and should it be considered operationally required. The duration of this arrangement is to the nominated expiry date of the Agreement. Any shift arrangements for Superintendent Grade 2's will be based upon working 152 hours over 28 days.
- There are currently 10 Superintendent (Grades 1 and 2) positions in the organisation chart. These will initially be filled by those Correctional Managers as above. The Superintendent positions vacant following the filling of the Deputy Chief Superintendent positions and the subsequent transition of existing Correctional Managers to Deputy Superintendent will be filled by a transition assessment process.
- Employees employed with the substantive classification of Correctional Supervisor Grade 2 at the date of registration of the Agreement will be eligible to transition to Superintendent positions and they will be filled at the classification of Superintendent Grade 1A. The initial transition will be to Superintendent positions remaining following the placement of the Correctional Managers. The identification of the Correctional Supervisor Grade 2 employees to transition to these positions at Superintendent Grade 1A will be by way of a structured assessment of the skills, knowledge, qualifications and experience of the existing permanent substantive Correctional Supervisor Grade 2 pool.

At the conclusion of the transition assessment process a transition ranking list will be developed and the equivalent number of Correctional Supervisor Grade 2's will be placed against the vacant number of Superintendent positions at the classification of Superintendent Grade 1A.

Any staff currently employed on a substantive classification of Correctional Supervisor Grade 2 at the date of registration of Agreement that are assessed as suitable for transition to Superintendent but are not initially transitioned due to limited vacancies will be placed in a Correctional Supervisor position and their remuneration will be maintained at the Correctional Supervisor Grade 2 on a personal classification until they are subsequently transitioned into a Superintendent position.

Should this assessment process fail to identify suitable Correctional Officer Grade 2 employees for transition to the remaining Superintendent positions then these roles will be subject to a merit selection process open to all TPS staff and the broader community.

Employees currently classified as Correctional Supervisor Grade 2 may elect not to participate in the transition assessment process and they will remain a Correctional Supervisor remunerated as Correctional Supervisor Grade 2. Any employees participating in the transition assessment process that are not assessed as suitable for



transition to Superintendent Grade 1A will also remain as Correctional Supervisor and be remunerated as Correctional Supervisor Grade 2.

Employees with the substantive classification of Correctional Supervisor Grade 1 at the date of registration of the Agreement are not able to transition to Superintendent positions and will remain as Correctional Supervisors irrespective of any progress they have made towards the essential requirements for Correctional Supervisor Grade 2.

As future Superintendent positions become vacant these employees previously holding the substantive classification of Correctional Supervisor Grade 2 will be allocated to the vacancies according to the previously determined merit list.

These are transitional arrangements only and once all current substantive Correctional Managers (those not transitioned as Deputy Chief Superintendent) and current substantive Correctional Supervisor Grade 2's assessed as suitable for transition have been engaged as Superintendents any future vacancies for positions classified as Superintendent will be filled by open merit processes.

- Superintendent Grades 2A, 2B and 2 are transitional classifications. All future appointments to Superintendent post the transition process will be to the existing Superintendent Grade 1 rate (1A, 1B or 1) and progression to Superintendent Grade 2 will not be available. Superintendent Grade 2 will be vacated through natural attrition and subsequently abolished once no employees hold that classification.
- The table at Appendix 2 of this document further illustrates the transition points.

(3) Transition to the new Qualifications

- Existing Correctional Supervisors that are required to complete their Certificate IV in Correctional Practice following the 'deeming' arrangement applied in the 2012 Correctional Supervisor selection process are still required to successfully obtain that qualification to remain employed as a Correctional Supervisor. Alternatively they can obtain the new essential requirements for Correctional Supervisor however that will need to occur within the established deeming period.
- The retention of the Certificate IV in Correctional Practice for the classification Correctional Officer First Class is solely to retain a mechanism for progression until the development and introduction of the Internal Written Assessment process at that classification level.

Once the Internal Assessment Process is developed and implemented for progression to Correctional Officer First Class the parties agree to lodge an application to the Tasmanian Industrial Commission to vary the Agreement to remove the requirement for Certificate IV in Correctional Practice as this will be replaced by the internal assessment process.

- With the exception of the Correctional Supervisors with 'deemed' qualification noted above, employees will not be required to obtain the qualifications for the classification to which they translate. This Agreement does not confer any qualification on any employees however so transition to a classification level does not indicate that an employee possesses the accompanying qualification.

