

# Industrial Relations Act 1984 s55 Industrial Agreement

# **CORRECTIONAL OFFICERS AGREEMENT 2016**

# Between the

Minister administering the State Service Act 2000

and

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

United Voice, Tasmanian Branch



# I. TITLE

This Agreement shall be known as the **Correctional Officers Agreement 2016**.

# 2. ARRANGEMENT

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# 3. PARTIES BOUND

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

#### 4. APPLICATION

This Agreement is made in respect of employees appointed to a classification in this Agreement.

#### 5. RELATIONSHIP TO THE RELEVANT AWARD

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the relevant Awards, the Custodial Officers Award (s I I 2) and the Tasmanian State Service Award (TSSA), or any registered Agreement with the Minister administering the State Service Act 2000.

#### 6. DATE AND PERIOD OF OPERATION

- (i) This Agreement has effect from the date of registration and will remain in force until 31 December 2018.
- (ii) The parties agree to commence negotiations for a replacement Agreement on or before I September 2018.

#### 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.

#### 8. 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 3 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.

### 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. SALARIES

Salaries will increase as follows:

- (i) 2 per cent per annum with effect from the first full pay period commencing on or after (ffppcooa) | December 2016, or \$1,144 per annum whichever is the greater.
- (ii) 2 per cent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2017, or \$1,167 per annum, whichever is the greater.
- (iii) I per cent per annum with effect from the first full pay period commencing on or after (ffppcooa) I July 2018, or \$589 per annum, whichever is the greater.

Schedule I of this agreement sets out the annual rates of pay effective ffppcooa I December 2016, ffppcooa I December 2017 and ffppcooa I July 2018 for employees covered by this agreement.

#### II. 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 I 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.

### 12. 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 2 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*.

## 13. 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 I

- (i) Employees classified as Superintendent Grade I 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 I 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 I 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:



- (I) 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.

#### 14. 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 oncall 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 oncall Duty Roster will be increased by a multiplier of 1.175 for the duration that they participate in the roster.

#### 15. HIGHER DUTIES ALLOWANCE

An employee directed to undertake the duties of a position 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.

The Higher Duties Allowance provisions within the Tasmanian State Service Award will apply except where they conflict with this agreement.

## 16. 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.

# 17. CLASSIFICATION STRUCTURE, ESSENTIAL REQUIREMENTS AND PROGRESSION ARRANGEMENTS

The tables below detail 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:

• Progression within the Correctional Officer levels is automatic on attainment of the essential and progression requirements.

- TISHAHIAH INQUOTRATION WAS ASSESSED.
  - 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.
  - Employees cannot progress to, be promoted or appointed to the Old Correctional Supervisor Grade 2. This is a transitional classification that will be removed when there are no employees at that classification.
  - Progression to Superintendent Grade I is by promotion or appointment.
  - Employees cannot progress to, be promoted or appointed to Superintendent Grade 2. This is a transitional classification that will be removed when there are no employees at that classification.
  - Progression to Deputy Chief Superintendent is by promotion or appointment.
  - Progression to Chief Superintendent is by promotion or appointment.
  - The progression arrangements for fitness testing will apply following the development and implementation of the Tasmania Prison Service fitness level standard and testing arrangements.

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

Classification	Classification	Essential	Progression
Title Function		Requirements	Requirements
Correctional Officer Recruit	Recruit	<ul> <li>Meet fitness test requirements for appointment;</li> <li>Achieve required rating in psychological suitability assessment; and</li> <li>Assessed as medically suitable for Correctional role.</li> </ul>	Pass all entrance assessments for appointment
	Satisfacto	ry Completion of Training	
Correctional Officer Probationary	Assigned Recruit	• Nil	<ul> <li>Pass and graduate from the Recruit Course; and</li> <li>All probation reports and targets at 'achieved' or better rating.</li> </ul>
Correctional Officer Grade I	Correctional Duties	Certificate III in     Correctional Practice     (Custodial).	<ul> <li>All probation reports and targets at 'achieved' or better rating;</li> <li>Pass fitness test</li> </ul>

Correctional	Correctional		requirements (for employees engaged post 1 January 2017); and  Satisfactory completion of 12 months as Correctional Officer Probationary.
Officer Grade 2	Duties	Meets the essential requirements for Correctional Officer Grade 1.	<ul> <li>Most recent performance rating assessed as 'achieved' or better;</li> <li>Pass fitness test requirements (for employees engaged post I January 2017);</li> <li>Completion of 12 months as Correctional Officer Grade I;</li> <li>Completion of Work Health and Safety Awareness module; and</li> <li>Completion of cultural competence and workplace behaviour modules.</li> </ul>
Correctional Officer Grade 3	Correctional Duties	Meets the essential requirements for Correctional Officer Grade 2.	<ul> <li>Most recent performance rating assessed as 'achieved' or better;</li> <li>Pass fitness test requirements (for employees engaged post 1 January 2017);</li> <li>Completion of 12 months as Correctional Officer Grade 2; and</li> <li>Completion of Decency Modules.</li> </ul>
Correctional Officer First Class	Leading Correctional Officer	Completion of Internal written assessment paper	Most recent     performance rating     assessed as

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		and attainment of the qualifying score.	<ul> <li>'achieved' or bette</li> <li>Pass fitness test requirements (for employees engage post 1 January 2017);</li> <li>Completion of 36 months as</li> </ul>
			Correctional Office Grade 3; (previous experience outside of State counted);
			Attendance on the Supervisor Induction Course and attainment of the required rating in the multi-choice
		Process of the second	<ul> <li>assessment; and</li> <li>Completion of ant discrimination training module.</li> </ul>
Correctional	Leader of TPS	Promotion	N4
Supervisor	Team(s)	Completion of     Certificate IV in     Correctional Practice     or Certificate IV in     Leadership and     Management or     relevant university     qualification;	<ul> <li>Most recent performance rating assessed as 'achieved' or better</li> <li>Pass fitness test requirements (for employees engaged post 1 January</li> </ul>
	the state of the s	OR Completion of Internal Written Assessment Paper and attainment of the	<ul> <li>2017); and</li> <li>Obtaining a 'Progress' assessment rating from the Supervisor</li> </ul>
		<ul> <li>qualifying score; and</li> <li>Achieved a pass mark in TPS job simulation internal assessment(s).</li> </ul>	Selection Board.
Old	Leader of TPS	Nil – cannot be	<ul> <li>Nil – cannot be</li> </ul>
Correctional	Team( <b>s)</b>	appointed or	appointed or
Supervisor	The second of the	progressed to this	progressed to this
Grade 2		classification.  Promotion	classification.
<u> </u>	Head of a TPS	Completion of	Most recent
LIDARINTANAANT		i Completion of	I ● Most recent
Superintendent Grade I	Department	Certificate IV in	performance rating

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COMMISSION			or Certificate IV in Leadership and Management or relevant university qualification.	•	'achieved' or better; and Obtaining a 'Progress' assessment rating from the Superintendent Selection Board.
Superintendent Grade 2	Head of a TPS Department	•	Nil – cannot be appointed or progressed to this classification.	•	Nil – cannot be appointed or progressed to this classification.
edicino eccapitale	A HI ALL		Promotion		
Deputy Chief Superintendent	Head of a large TPS function	•	Completion of Diploma of Correctional Administration or Diploma of Management or equivalent Diploma or Public Sector Management Course.	•	Nil
		I	Promotion		
Chief Superintendent	Head of a TPS Facility or Facilities	•	Completion of Diploma of Correctional Administration or Diploma of Management or equivalent Diploma or Public Sector Management Course.		Nil

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# 18. 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 and progression requirements contained in the table at clause 16 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.

#### 19. WAGE RELATED ALLOWANCES

Wage related allowances contained within this agreement shall be increased in accordance with the salary increases that apply to Correctional Officer First Class. These increases will apply from 1 July 2017 and thereafter.

## 20. 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.

## 21. LACTATION BREAKS/ FACILITIES

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

# 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.

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- (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 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.
- (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 three-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 following paid meal breaks shall apply:



- 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

Signed:
Name: Frank Ogle
Date: 23.12.2016
SIGNED FOR AND ON BEHALF OF Community and Public Sector Union (State Public Services Federation Tasmania) Inc. Signed:
Name: Tom Lynco
Date: 23 · 12 · 2014,
Signed: Signed:
Name: JANNETTE ARMSTRONG
Date: 05 /01 / 1 2017

# SCHEDULE I – SALARIES: CORRECTIONAL OFFICERS AGREEMENT 2016

Day Work Salaries				
Classification	Current Salary	2% or \$1,44 per annum (whichever is greater) from FFPPCOOA 1/12/16	2% or \$1167 per annum (whichever is greater) from FFPPCOOA	I% or \$589 per annum (whichever is greater) from FFPPCOOA
Correctional Officer Training	48 815	49 959	51 126	51 715
Correctional Officer Grade Probationary	52 434	53 578	54 745	55 334
Correctional Officer Grade I	53 979	55 123	56 290	56 879
Correctional Officer Grade 2	56 306	57 450	58 617	59 206
Correctional Officer Grade 3	57 245	58 390	59 558	60 153
Correctional Officer First Class	59 732	60 927	62 145	62 767
F	romotion			
Correctional Supervisor	66 253	67 578	68 930	69 619
Old Correctional Supervisor Grade 2 (Transitional)	74 730	76 225	77 749	78 527
	Promotion			
Superintendent Grade I	76 559	78 090	79 652	80 449
Superintendent Grade 2 (Transitional)*	93 012	94 872	96 770	97 737
P	romotion			
Deputy Chief Superintendent **	115 634	117 947	120 306	121 509
P	romotion			
Chief Superintendent***	111 705	113 939	116 218	117 380

#### Notes:

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

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

<sup>\*\*</sup>This day rate is inclusive of on-call arrangements.

<sup>\*\*\*</sup>On-Call arrangements attract an additional 17.5%.

Shift Work Salary Rates				
Classification	Current Salary	2% or \$1144 per annum (whichever is greater) from FFPPCOOA	2% or \$1167 per annum (whichever is greater) from FFPPCOOA	1% or \$589 per annum (whichever is greater) from FFPPCOOA
Correctional Officer Grade Probationary	67 116	68 580	70 074	70 828
Correctional Officer Grade I	69 093	70 557	72 051	72 805
Correctional Officer Grade 2	72 069	73 536	75 030	75 784
Correctional Officer Grade 3	73 274	74 739	76 234	76 997
Correctional Officer First Class	76 457	77 986	79 546	80 341
	Promotion			
Correctional Supervisor	84 803	86 499	88 229	89 111
Old Correctional Supervisor Grade 2 (Transitional)	95 654	97 567	99 518	100 514
	Promotion			
Superintendent Grade I*	97 995	99 955	101 954	102 974
Superintendent Grade 2 (Transitional)*	119 055	121 436	123 865	125 103

# Notes:

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

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