

Correctional Officers Interim Agreement 2010

Tasmanian Industrial Commission
Industrial Relations Act 1984



1. TITLE

This agreement shall be known as the Correctional Officers Interim Agreement 2010.

2. SCOPE

The Agreement shall be between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation) Inc and the Liquor, Hospitality and Miscellaneous Union.

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4. APPLICATION

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

5. RELATIONSHIP TO THE RELEVANT AWARD

This agreement is to be read and applied in conjunction with the Custodial Officers Award (S112) and where applicable the Tasmanian State Service Award (S085) as varied from time to time, the Correctional Officers Agreement 2005, the Correctional Officers Interim Agreement 2008, together with all Public Sector Union Wages (PSUWA) Agreements and extensions however titled (excepting any salary increase granted under the PSUWA Agreements) and provided that when there is any inconsistency, the provisions in this agreement shall prevail. This Agreement supersedes all other Agreements, however, described, dealing with matters within this Agreement.

6. SAVINGS CLAUSE

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

7. DATE AND PERIOD OF OPERATION

The agreement shall take effect from the date of registration and remains in force until 30 June 2011.

8. USE AS A PRECEDENT

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

9. NO EXTRA CLAIMS

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

10. DEFINITIONS

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

- 'Combined unions' means the unions referred to in Clause 2 of this Agreement.
- 'Employer' means the Minister administering the *State Service Act 2000* and their delegated representative.
- 'Head of Agency' means the Secretary of the relevant Department and their delegated representative.



11. SALARIES

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

- 3.0% with effect from the first full pay period on or after 1 December 2010.

12. ANNUAL SALARY TO COMPENSATE FOR SHIFT WORK

The base salary of employees, who occupy shift work correctional positions, will have their base salary increased by a multiplier of 1.28. This amount covers all penalties associated with shift work and all other allowances that have been previously rolled into the annualised allowance, except for higher duties allowance, more responsible duties allowance, pre-paid overtime and any other overtime payments and the allowances described at Clause 14 in this Agreement.

13. MANAGEMENT OF RECREATION LEAVE BY EMPLOYEES

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

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

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

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

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

14. ALLOWANCES

The employer has agreed to pay, as part of this Agreement, the following allowances:

Drug Detector Dog Handlers - \$1,121 per annum – the purpose of this allowance is to compensate trained Correctional Officers for maintaining relevant dog handling skills and fitness levels in accordance with the tasks and duties of this position. This may include the requirement to undertake regular assessment processes. This allowance is only payable whilst an employee is responsible for the deployment and maintenance of a drug detector dog for the Tasmania Prison Service.

Tactical Response Group Members - \$1,121 per annum – the purpose of this allowance is to compensate Tactical Response Group Correctional Officers to maintain skills and fitness levels in accordance with the tasks and duties of this Group. This may include the



requirement to undertake regular assessment processes. This allowance is only payable whilst the employee is a member of the Tactical Response Group.

Workplace Assessors - \$866 per annum – the purpose of this allowance is to compensate nominated Correctional Officers for maintaining workplace assessor's skills. This allowance is only payable whilst officers are nominated Workplace Assessors for the Tasmania Prison Service by the Head of Agency. Work place Assessors must:

- Sit on a minimum of three (3) assessment panels per year.
- Upgrade and/or obtain qualifications at TAA Cert IV level, subject to availability and operational requirements.
- Attend TPS moderator forums once per year (1/2 day forums will be held on both training and assessing).

Workplace Trainers \$866 per annum plus \$50 for each authorised course. Workplace trainers must:

- Be selected as part of an Expression of Interest process (currently underway).
- Be assessed on a regular basis by a qualified departmental employee.
- Upgrade and/or obtain qualifications at TAA Cert IV level or equivalent.
- Provide authorised training in all areas of TPS operations.

The rates expressed in this clause will be varied in accordance with the decisions of the Tasmanian Industrial Commission in its annual review of minimum wages.

15. CLASSIFICATIONS AND ESSENTIAL REQUIREMENTS

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

- Progression within the Correctional Officer Levels is automatic on attainment of the essential requirements.
- Progression from Correctional Supervisor Level 1 to Correctional Supervisor Level 2 is automatic on attainment of the essential requirements for Correctional Supervisor Level 2.
- Progression from Correctional Manager Grade 1 to Correctional Manager Grade 2 is automatic on attainment of the essential requirements. Staff appointed as Correctional Managers must possess the essential requirements and are appointed at Grade 2. Remuneration for Staff acting as Correctional Manager is Correctional Manager Grade 1 unless they meet the essential requirements in which case they will be remunerated at Correctional Manager Grade 2.
- Progression to Correctional Supervisor is by promotion or appointment.
- Progression to Correctional Manager is by promotion or appointment.



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

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

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

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

- Post-secondary qualifications at Diploma or Advanced Diploma level relevant to skills that are required to supervise staff. These include Diploma or Advanced Diploma in Government, Frontline Management, Business or Business Administration or Human Resources.



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

16. EMPLOYEES WITH INTERSTATE AND OVERSEAS EXPERIENCE

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

17. AVAILABILITY ALLOWANCE

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

18. 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.

19. DUTY MANAGER ALLOWANCE

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

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



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

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

20. 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.

21. DISPUTE RESOLUTION PROCESS

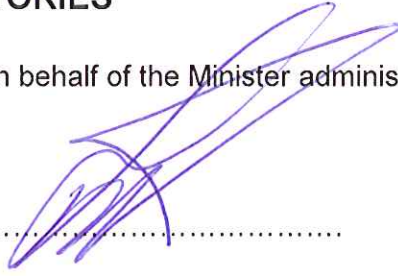
Any disputes arising about any matter including, but not limited to the interpretation, implementation or operation, contained in this agreement will be dealt with as follows:

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




22. SIGNATORIES

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

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Date: 4 March 2011

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

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Date: 04/03/11

Signed for and on behalf of the Liquor, Hospitality and Miscellaneous Union.

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Date: 4.3.2011

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

