



T14769 OF 2020

Industrial Relations Act 1984
s55 Industrial Agreement

CORRECTIONAL OFFICERS AGREEMENT 2019 (No. 2)

Between the

Minister administering the *State Service Act 2000*

and

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

United Workers Union, Tasmania Branch



1 TITLE

This Agreement shall be known as the Correctional Officers Agreement 2019 (No. 2).

2 INDEX

1	TITLE.....	2
2	INDEX.....	2
3	APPLICATION.....	4
4	DATE AND PERIOD OF OPERATION.....	4
5	PARTIES BOUND.....	4
6	RELATIONSHIP TO AWARDS AND AGREEMENTS.....	4
7	DEFINITIONS.....	4
8	SALARY INCREASES.....	5
9	NEW CLASSIFICATION STRUCTURE.....	6
10	MEAL ALLOWANCES – HOSPITAL ESCORTS.....	18
11	ANNUAL ALLOWANCE FOR SHIFT WORK.....	20
12	SHIFTWORK.....	20
13	AVAILABILITY AND RECALL.....	20
14	HIGHER DUTIES ALLOWANCE.....	21
15	MANAGEMENT OF RECREATION LEAVE BY EMPLOYEES.....	21
16	SALARY SACRIFICE BY EMPLOYEES.....	22
17	AWARD UPDATE.....	23
18	GRIEVANCE AND DISPUTE SETTLING PROCESS.....	23
19	JOB SHARING.....	24
20	WORK HEALTH AND SAFETY.....	26
21	PRODUCTIVITY AND EFFICIENCY.....	26
22	TACTICAL RESPONSE GROUP TRAINING.....	26
23	PAYMENT OF OVERTIME.....	27
24	MEAL BREAKS.....	27
25	NO EXTRA CLAIMS.....	27
26	SIGNATORIES.....	27
	SCHEDULE 1 SALARY INCREASES FOR DAY WORKERS.....	30



SCHEDULE 2 SALARY INCREASES INCLUSIVE OF ANNUAL ALLOWANCE FOR SHIFT WORK AND DUTY MANAGER ALLOWANCE.....	33
SCHEDULE 3 TRANSLATION TABLE.....	36
SCHEDULE 4 – TRANSITIONAL ARRANGEMENTS FOR SUPERINTENDENTS AND CHIEF SUPERINTENDENTS.....	38
SCHEDULE 5 – TRANSITIONAL CLASSIFICATION STRUCTURE, ESSENTIAL REQUIREMENTS AND PROGRESSION ARRANGEMENTS.....	41



3 APPLICATION

This Agreement is made in respect of employees classified in Schedule 5 and Clause 9 of this Agreement.

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Correctional Officers Agreement 2019 which was registered on 20 August 2019, the Correctional Officers Agreement 2016 which was registered on 23 December 2016 and the Correctional Officers Agreement 2013 which was registered on 23 December 2013.
- 4.2 This Agreement applies with effect from 1 December 2019, and will remain in force until 30 November 2023.
- 4.3 The parties agree to commence negotiations for a replacement agreement on, or before 1 July 2023.

5 PARTIES BOUND

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

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

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

7 DEFINITIONS

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

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

'Broad direction' means that employees are expected to develop and achieve objectives for specific functions under their control that will ensure the attainment of results critical to the efficient operation of the work unit.

'Combined unions' means the unions referred to in Clause 5 of this Agreement.

'Deemed qualifications' are those that an employee is considered to possess by virtue of the rank substantively held by the employee immediately prior to the operation of this Agreement. Deemed qualifications permit the employee to move 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.

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

'Designated Correctional Supervisor' means the person nominated by the employer to undertake the role of officer-in-charge in accordance with sub-clause 9.4 of this Agreement.

'Direct supervision' is where a person works under supervision with instruction provided. The employee is expected to apply only limited professional judgement, and deviations from normal routines; problems and unfamiliar situations are discussed with the supervisor. The exercise of discretion is restricted and the employee has only limited responsibility for the final outcome of work undertaken. Deadlines and priorities are given.

'Employer' means the Minister administering the State Service Act 2000 and their delegated representative.

'General supervision' is where a person is expected to exercise a degree of independence in undertaking their day-to-day work. They are not subject to the same level of control as a person receiving Direct Supervision. General instructions are given on the required objectives or outcomes and the employee is encouraged to exercise some discretion and choice in selecting the most appropriate method for completing the allotted tasks.

'Head of Agency' means the Secretary of the relevant Department and their delegated representative.

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

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

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

'Standard Day' means the hours of work required to be worked by an employee in the position of Superintendent or Chief Superintendent when there is no agreement for the employee to work in accordance with sub-clause 9.6.2 Flexitime.

8 SALARY INCREASES

8.1 Salaries will increase as follows:

- (i) 2.3 percent per annum with effect from the first full pay period commencing on, or after (ffppcoa) 1 December 2019;
- (ii) 2.3 percent per annum with effect from the ffppcoa 1 December 2020;



- (iii) 2.35 percent per annum with effect from the ffpcooa 1 December 2021;
 - (iiii) 2.35 percent per annum with effect from the ffpcooa 1 December 2022.
- 8.2 Schedule 1 of this Agreement sets out the annual rates of pay effective ffpcooa 1 December 2019, ffpcooa 1 December 2020, ffpcooa 1 December 2021, and ffpcooa 1 December 2022 for day workers. Schedule 2 of this Agreement sets out the annual rates of pay effective ffpcooa 1 December 2019, ffpcooa 1 December 2020, ffpcooa 1 December 2021, and ffpcooa 1 December 2022 for shift workers and Officers on the Duty Manager roster. The salary increase that applies from the ffpcooa 1 December 2020 is included in the new salary rate for each new classification.

9 NEW CLASSIFICATION STRUCTURE

This Agreement includes a new classification structure to apply from the start of the first full pay period on or after 1 December 2020.

9.1 Classification Structure

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

- (i) Progression within the Correctional Officer levels occurs 12 monthly from translation, or from appointment to the classification for those employees employed after translation provided they have attained the essential and progression requirements in table in this clause.
- (ii) New employees with relevant prior experience may have their length of service acknowledged up to the maximum of Correctional Officer (Level 3) with a maximum of two years experience recognised. This will be assessed on a case by case basis and is dependent on an applicant meeting the qualification and experience requirements. Recognition of prior experience and application of the new remuneration level will occur after the employee has successfully completed recruit induction and will be effective from that point. These employees, even if progressed to a higher level, will still remain on probation for the first 12 months, in accordance with State Service requirements.
- (iii) Progression to First Class Correctional Officer Level 1 is in accordance with sub-clause 9.5.1.
- (iv) Progression within the First Class Correctional Officer levels occurs 12 monthly provided they have attained the essential and progression requirements.
- (v) Progression to Correctional Supervisor is by promotion or appointment. On appointment or promotion Correctional Supervisors will be required to complete the Correctional Internal management/Leadership course.
- (vi) Progression within the Correctional Supervisor levels occurs 12 monthly provided they have attained the essential and progression requirements, with the exception of progression to Correctional Supervisor Level 4 which will be in accordance with sub-clause 9.5.2.
- (vii) Employees cannot progress to, be promoted or appointed to the Correctional Supervisor Grade 2. This is a transitional classification that will be removed when there are no employees at that classification.



- (viii) Progression to Superintendent is by promotion or appointment.
- (ix) Progression within the Superintendent levels occurs 12 monthly provided they have attained the essential and progression requirements.
- (x) Employees cannot progress to, be promoted or appointed to Superintendent Grade 2. This is a transitional classification that will be removed when there are no employees at that classification.
- (xi) Progression to Chief Superintendent is by promotion or appointment.
- (xii) Progression within the Chief Superintendent levels occurs 12 monthly provided they have attained the essential and progression requirements.
- (xiii) The progression arrangements for fitness testing will apply following the determination, as agreed with the combined unions, and implementation of the required fitness level standard and testing arrangements and will apply at all levels to those employees who commence employment on or after 1 January 2017.

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



Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
Correctional Officer Training	Recruit in Training	<ul style="list-style-type: none"> Meet fitness test requirements for appointment; Achieve required rating in psychological suitability assessment; and Assessed as medically suitable for Correctional role. 	<ul style="list-style-type: none"> Pass all entrance assessments for appointment Meet fitness test requirements; Achieve required rating in psychological suitability assessment; and Assessed as medically suitable for Correctional role. 	Work involves routine tasks requiring the application of precise practices according to existing processes with strictly limited scope and discretion and with direct supervision.
Satisfactory Completion of Training				
Correctional Officer Probationary	Undertaking on the job training and assessment of suitability	<ul style="list-style-type: none"> Cert II in correctional Practise Working towards on Cert III in correctional practise 	<ul style="list-style-type: none"> Cert II in correctional Practise Pass recruit assessments to gain Cert II in correctional practise; and Meet fitness test requirements (if employed post 1 January 2017) 	Entry level work requiring the application of precise practices, methods and standards where the focus is on learning, developing and refining correctional skills to apply within existing operational guidelines, systems and processes under general supervision.
Correctional Officer Level I	Correctional Duties	Certificate III in Correctional Practice (Custodial).	<ul style="list-style-type: none"> Satisfactory completion of 12 months as Correctional Officer Probationary. Most recent performance rating assessed as 'achieved' or better; and Meet fitness test 	Work requiring the application of conventional correctional practices methods and standards according to existing operational guidelines, systems and processes. The work consists of multiple, diverse tasks to be performed to achieve specified outcomes. The work provides routine advice, support and



Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
			<p>requirements (if employed post 1 January 2017)</p> <ul style="list-style-type: none"> • Most recent performance rating assessed as 'achieved' or better; • Completion of Work Health and Safety Awareness module; • Completion of cultural competence and workplace behaviour modules; and • Meet fitness test requirements (if employed post 1 January 2017) 	<p>assistance to a work team.</p> <p>Work involves undertaking multiple and diverse tasks which require some independent judgement in how they are performed. Performance is assessed by the satisfactory completion of tasks consistent with an increasing degree of independent management of work.</p>
Correctional Officer Level 2 and 3	Correctional Duties	Meets the essential requirements for Correctional Officer Level 1		
First Class Correctional Officer Level 1	Leading Correctional Officer	<ul style="list-style-type: none"> • Meets the essential requirements for Correctional Officer Level 1 • Participation in training and completion of the assessment and attainment of the qualifying score. 	<ul style="list-style-type: none"> • Most recent performance rating assessed as 'achieved' or better; • Completion of at least 12 months as Correctional Officer Level 3;; • Successfully complete the relevant training, undertake the assessment and attain the qualifying score, or possess qualifications and have practical experience 	<p>Tasks are increasingly complex and involve intricate and unrelated techniques that may require qualified and specialised skills. The exercise of independent judgement broad direction is integral to the work and non-standard requirements require considerable creativity and initiative. Assistance is provided to a supervisor.</p>



Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
			<p>deemed appropriate by the employer;</p> <ul style="list-style-type: none"> • Completion of Work Health and Safety Awareness module; • Completion of anti-discrimination training module; and • Meet fitness test requirements (if employed post 1 January 2017) 	
First Class Correctional officer Level 2-3		Meets the essential requirements for First Class Correctional Officer Level 1	<ul style="list-style-type: none"> • Most recent performance rating assessed as 'achieved' or better; • Completion of Work Health and Safety Awareness module; and • Meet fitness test requirements (if employed post 1 January 2017) 	Tasks are increasingly complex and involve intricate and unrelated techniques that require may require qualified and specialised skills. The exercise of independent judgement is integral to the work and non-standard requirements require considerable creativity and initiative. Assistance is provided to a supervisor.
Promotion				
Correctional Supervisor Level 1-3	Team Leader	<ul style="list-style-type: none"> • Completion of Certificate IV in Correctional Practice or Certificate IV in Leadership and 	<ul style="list-style-type: none"> • Most recent performance rating assessed as 'achieved' or better; • Completion of Work Health and Safety 	Work is directed at co-ordinating and integrating the operational functions to be undertaken, or towards understanding and interpreting the decision-making framework within which the work activity



Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
		Management or relevant university qualification; OR Completion of Internal Written Assessment Paper and attainment of the qualifying score; and <ul style="list-style-type: none"> Achieved a pass mark in TPS job simulation internal assessment(s). 	Awareness module; and <ul style="list-style-type: none"> Meet fitness test requirements (if employed post 1 January 2017) 	occurs, or aspects of both, depending upon range of the activities of the work area.
Advanced Assessment Point				
Correctional Supervisor Level 4		<ul style="list-style-type: none"> Meets the essential requirements for Correctional Supervisor Level 1-3 Participation in advanced assessment training and completion of the assessment and attainment of the qualifying score. 	As For Correctional Supervisor 1-3	As For Correctional Supervisor 1-3
Correctional Supervisor Level 5-7		Meets the essential requirements for Correctional Supervisor Level 4	As For Correctional Supervisor 1-3	As For Correctional Supervisor 1-3
Old Correctional Supervisor	Team Leader	Nil – cannot be appointed or progressed to this classification.	Nil – cannot be appointed or progressed to this classification.	As For Correctional Supervisor 1-3



Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
Grade 2				
Promotion				
Superintendent Level 1 -3	Management Level in charge of a TPS Department or Facility	<ul style="list-style-type: none"> Completion of Certificate IV in Correctional Practice or equivalent qualification; and Completion of a Diploma Leadership and Management or demonstrated equivalent experience in a leadership or management role. 	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better; Completion of Work Health and Safety Awareness module; and Meet fitness test requirements (if employed post 1 January 2017) 	Work involves applying the decision-making framework (policies, rules and regulations) to manage a discrete operational facility or unit within a corrections setting. Considerable autonomy of approach in delivering outcomes and the advice and recommendations provided are regarded as definitive for that activity.
Superintendent Grade 2	Management Level in charge of a TPS Department or Facility	<ul style="list-style-type: none"> Nil – cannot be appointed or progressed to this classification. 	<ul style="list-style-type: none"> Nil – cannot be appointed or progressed to this classification. 	As per Superintendent level 1-3
Promotion				
Chief Superintendent Level 1-2	Senior Management Level, responsible for the human, financial and physical resources of a TPS	<ul style="list-style-type: none"> Completion of Correctional Administration or Management qualifications at a 	<ul style="list-style-type: none"> Most recent performance rating assessed as 'achieved' or better. Completion of Work Health and Safety 	Work leads a major facility or group of facilities in a correctional setting or, a complex activity or program, requiring the development and/or determination of the operational methodology according to the decision making framework and service



Classification Title	Classification Function	Qualifications and Experience	Progression Requirements To be appointed to this level employees must:	Descriptor
	Facility or Facilities	Diploma or higher educational level and <ul style="list-style-type: none"> Demonstrated high level experience in leadership and management roles. 	Awareness module. <ul style="list-style-type: none"> Meet fitness test requirements (if employed post 1 January 2017) 	delivery requirements.



9.2 Translation

Employees will be translated to the new classification structure effective from the first full pay period on or after 1 December 2020. Translation will occur as outlined in Schedule 3.

9.3 Insignia

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

9.4 Officers in Charge Allowance

- (i) From the fppcooa 1 December 2020, an Officer in Charge (OIC) Allowance is to be paid to a designated Correctional Supervisor (CS) for each shift when a Superintendent or Chief Superintendent is not on duty.
- (ii) The OIC Allowance is to be paid to the designated Correctional Supervisor who is in charge of a facility or group of smaller facilities. The designated Correctional Supervisors will be indicated on the roster.
- (iii) The designated Correctional Supervisors must be either a substantive CS or a FCCO acting in the role of CS.
- (iv) The OIC Allowance annual rate is to be the difference between Superintendent Year 1 base salary and the ordinary salary (before shift allowance) of the CS undertaking the duties.
- (v) The shift allowance is not paid on the OIC Allowance.

9.5 Advance Assessment Points

9.5.1 First Class Correctional Officer

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

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



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

9.5.2 Correctional Supervisor

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

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

The employer will consult with the combined unions on the development of the training and assessment criteria prior to 1 September 2020 and will have the assessment, as agreed with the combined unions, available for eligible correctional supervisors, as per the translation table in Schedule 3, from 1 September 2020.

9.6 Superintendents and Chief Superintendents

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

This clause is effective from the commencement of the FFPPOOA 1 December 2020 and replaces the provisions set out at Schedule 4 – Transitional Arrangements for Superintendents and Chief Superintendents relating to the same matters.

9.6.1 Ordinary Hours of Work

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

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

9.6.2 Flexitime

- a. The Employer and a Superintendent or Chief Superintendent may agree to work ordinary hours according to flexitime arrangements for which the following provisions apply:
 - (i) Ordinary hours are to be worked between 7:00am and 7:00pm on any day Monday to Friday and include core hours of 10:00am to 12:00pm and 2:00pm to 4:00pm.



- (ii) During core hours absences from the workplace by employees are to be kept to a minimum.
 - (iii) Up to 10 hours may be worked as ordinary time on any given day.
 - (iv) Ordinary hours are reconciled over a 4 week cycle.
 - (v) A maximum of up to 10 hours in credit or debit may be carried forward from one 4 week cycle to the next.
- b. The provisions of this clause are to be applied on a pro-rata basis for part-time employees.
- c. Circumstances may exist where peaks and troughs in normal work can't be adequately managed within a 4 week flexitime cycle. In these circumstances the employer and employee, or group of employees, may by agreement enter into an arrangement that:
- (i) Extends the 4 week cycle in (iv) up to a maximum of 12 weeks; and/or
 - (ii) Increases the maximum hours in credit or debit that may be carried forward from one cycle to the next in (v).
 - (iii) An agreement under this clause is subject to:
 - (1) there genuinely being work required to be undertaken during that additional time;
 - (2) the new arrangement does not impose on other employees; and
 - (3) the workload is managed.
 - (iv) Any arrangement is to be agreed to in writing, specify the number of weeks over which the cycle will operate and the maximum hours in credit or debit that may be carried forward from one cycle to the next.
 - (v) A copy of this agreement will be provided to the employee, Director of the State Service Management Office, a union with relevant industrial coverage and be placed on the employee's personal file.
 - (vi) Arrangements agreed under this clause will remain in place until withdrawn by either party by the giving of four weeks' notice in writing.
 - (vii) An employee who is a member of a union may choose to be represented by that union in any meetings to discuss an arrangement under this clause.

9.6.3 Overtime

The employer may require a Superintendent or Chief Superintendent to work reasonable overtime in accordance with the conditions of this clause. Overtime means all time worked in excess and outside of that employee's standard hours of duty which includes:

- (i) time worked in excess of 7 hours and 36 minutes on any one day Monday to Friday inclusive; or
- (ii) Time worked outside the span of hours of 7.00am to 7.00pm; or
- (iii) Any time worked on a Saturday, Sunday or Holiday with Pay.
- (iv) Overtime is to be paid at double the ordinary salary rate of an employee
- (v) Subclause (i) of this subclause does not apply to employees to whom Subclause 9.6.2 – Flexitime applies. These employees may work up to 10 hours in any one day as ordinary hours however hours worked in excess of 10 in any day are overtime



- (vi) This clause does not apply to work undertaken while rostered for on-call duty in accordance with subclause 9.6.5
- (vii) An employee is to be given reasonable notice of the requirement to work overtime, where practicable.
- (viii) No payment is to be made for overtime worked unless the work was authorised by the Employer. "Authorised" means a written requirement to undertake work that is recognised as overtime or an instruction that necessitates work outside of, or in excess of an employee's ordinary hours of duty.
- (ix) Superintendents may make themselves available to work overtime in lower classified positions, however they will not be recalled for duty in a lower classified position unless the list of other officers who have made themselves available is exhausted.

9.6.4 Time off in lieu

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

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

9.6.5 Duty Manager Arrangements

- (i) A Superintendent or Chief Superintendent will participate in the state-wide on-call duty manager roster, with duty shared equally at each level.
- (ii) The role of on-call duty manager, when rostered, includes:
 - After hours, during rostered week, to be contactable by phone; and
 - To be able to travel at short notice to any facility in the event of a major incident requiring on site presence of a manager after hours, on weekends and on public holidays.
- (iii) For the purpose of this clause a major incident requiring an on site presence is defined as an incident, other than a notifiable incident, that may adversely affect the safety, security or good order of a prison.
- (iv) The first point of contact for calls to the on-call duty manager will be the Superintendent who is rostered on. Superintendents will escalate contact to the rostered Chief Superintendent where necessary.
- (v) The duty roster must not result in a Superintendent being rostered for duty more than 1 week in any 6 week period.
- (vi) The duty roster must not result in a Chief Superintendent being rostered for duty more than 1 week in any 4 week period.
- (vii) An allowance equivalent to 17.5% of the ordinary salary of the employee shall be paid to each employee except Superintendent Grade 2 officers who are in receipt of the 28%



allowance set out in Clause 11. This allowance is compensation for the employee holding themselves available, for taking and responding to calls and for attending facilities after hours, on weekend and public holidays in the event of a major incident requiring an onsite presence for the duration of the time they are rostered on as the duty manager.

- (viii) Where a Superintendent or Chief Superintendent receives a volume of calls of greater than 1 hour total duration, or a pattern of calls across the night that regularly disrupts sleep, or are required to attend a facility after midnight and before 7.00am such that they get insufficient rest to allow them to undertake their duties in a safe manner (i.e. a minimum 8 hour break) they will not attend work until they have had a minimum 8 hour break and will receive their normal rate of pay on the basis of having commenced duty at 8.45am until they return to duty later that day, or on their next scheduled work day (should the 8 hour break extend through the whole work day).

9.6.6 Management Skills Matrix

A Management Skills Matrix for Performance Management Plans is to be put in place by 1 December 2020, satisfactory assessment against the skills matrix will be the basis of salary progression for Superintendents and Chief Superintendents.

9.6.7 Superintendent Conversion to Correctional Supervisor Role

- (i) Officers who are classified as a Superintendent, other than Superintendent Grade 2, as at the date of this Agreement will be provided with an option to relinquish their Superintendent rank and be appointed to a Correctional Supervisor role.
- (ii) An election to revert to Correctional Supervisor is to be made on or before 1 November 2020.
- (iii) Superintendents who elect to exercise this option will be appointed as a Correctional Supervisor on, and from the start of the first full pay period on or after 1 December 2020 and will retain their rate of base salary as at 1 November 2020, with future pay rises and as a shift worker will be entitled to the 28% shift loading applicable for that work on a no disadvantage basis.

10 MEAL ALLOWANCES – HOSPITAL ESCORTS

- 10.1 Where an employee is required to undertake an escort shift, or part thereof, to the Royal Hobart Hospital (RHH) or the Launceston General Hospital (LGH) and the employee's normal meal break falls within the time they are undertaking the hospital escort, the employee is to be paid a meal allowance at the rate prescribed in sub-clause 10.3 of this clause on the following basis:

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



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

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

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

10.3 Meal Allowance Rates

First meal allowance – Lunch - \$15.85

Second Meal Allowance – Dinner - \$26.95

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



11 ANNUAL ALLOWANCE FOR SHIFT WORK

- 11.1 Employees, who occupy shift work correctional positions, 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.
- 11.2 For employees classified as Superintendent Grade 2 the allowance in sub-clause 11.1 will also cover the requirement to participate in the on-call duty manager roster. When receiving this amount these employees are ineligible for payment of on-call allowance, availability allowance, recall payments and the Duty Manager allowance.

12 SHIFTWORK

12.1 The following Shift Work provisions will apply:

12.1.1 Hours of Duty

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

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

12.1.2 Rosters

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

13 AVAILABILITY AND RECALL

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



13.1 Correctional Officers and Correctional Supervisors

- (i) The minimum payable to a Correctional Officer or Correctional Supervisor shall be 4 hours instead of the 3 hours stated in clause 5(c)(i)(1) of the Tasmanian State Service Award (S085).

14 HIGHER DUTIES ALLOWANCE

14.1 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.

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

15 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.



16 SALARY SACRIFICE BY EMPLOYEES

16.1 Superannuation

- 16.1.1 An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999* subject to compliance with any Tasmanian or Commonwealth government directive or legislation.
- 16.1.2 Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- 16.1.3 Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, will be determined as if the salary sacrifice agreement did not exist.
- 16.1.4 Salary sacrifice agreements will be annual, with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement.

16.2 Other benefits

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

16.3 Novated Lease of Vehicle

- 16.3.1 Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with Tasmanian and Commonwealth government directive or legislation.
- 16.3.2 All salary sacrifice arrangements are to be administered nominated by the employer following consultation with unions.
- 16.3.3 All fringe benefits tax, other tax liabilities and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.



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

16.3.5 Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.

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

17 AWARD UPDATE

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

The parties agree to commit resources to ensure the award update is completed within the 2020/2021 financial year.

18 GRIEVANCE AND DISPUTE SETTLING PROCESS

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

- 18.1 Where relevant the employee/s 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.
- 18.2 Where the delegate is involved he/she shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.
- 18.3 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/s.
- 18.4 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.
- 18.5 If the matter remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter, the parties shall jointly or individually refer the matter to the appropriate Industrial Tribunal.
- 18.6 Nothing in this clause prevents either party from referring a matter to the Tasmanian Industrial Commission or any successor body.



18.7 At every stage of the process:

18.7.1 Notification of issues must be made at the earliest opportunity.

18.7.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

18.7.3 Reasonable time limits must be allowed for completion of the various stages of the discussion. However the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as possible.

19 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.

19.1 Job sharing will be subject to the following arrangements:

19.1.1 Job-sharing arrangements will only be available to Correctional Officers who have been employed for a minimum of 12 months as a Correctional Officer.

19.1.2 Approval for job sharing requests is subject to the approval of the Director Human Resources. Written applications for job-sharing arrangements must be lodged with the Director Tasmania Prison Service who will provide a recommendation to the Director Human Resources.

19.1.3 The approval of job sharing arrangements will be subject to operational requirements.



- 19.1.4 Job sharing arrangements must be for a defined period or time of not less than 12 months.
- 19.1.5 Staff participating in job-share arrangements will be paid salary and accrue leave on a pro rata basis.
- 19.1.6 The job sharing arrangement must state the amount of hours each officer will work per roster cycle and the total amount of hours worked collectively by the officers must be 152 hours per 28 calendar day roster cycle.
- 19.1.7 Where a Correctional Officer who is job sharing undertakes any additional hours above those nominated for their job sharing arrangement per roster cycle, these additional hours will be paid at single time. There are two exceptions to this.
- 19.1.7.1 Firstly, where these hours are undertaken as a shift that is worked immediately prior to or immediately after an employee's rostered shift resulting in the working of back to back shifts, the additional hours will be paid as overtime.
- 19.1.7.2 Secondly, where the combination of additional hours paid at single time and the normal single time rostered hours total 152 hours in a roster cycle, any further additional hours worked in that roster cycle beyond that 152 hours will be paid as overtime irrespective of when they are worked.
- 19.1.8 Job sharing arrangements are to be formally documented and a copy of the job sharing arrangement will be retained on the relevant personnel files in the Human Resources Branch.
- 19.1.9 Correctional Officers who are participating in a job sharing arrangement must provide written notice three months prior to the nominated expiration of that arrangement, of their intention to cease the arrangement upon the 12 month expiry date, request extension of the existing job sharing arrangement or enter into a new job sharing arrangement.
- 19.1.10 A Correctional Officer participating in a job sharing arrangement can request cessation of that job-share arrangement however must provide a minimum of 3 months' notice of the cessation of that arrangement. Cessation of the job-sharing arrangement by one of the participating Correctional Officers will mean that the other participating Correctional Officer will also need to revert to full- time employment upon the cessation of the arrangement.
- 19.1.11 When a job sharing ceases because one of the participating employees is no longer able to undertake the arrangement due to:
- a. appointment to another position; or
 - b. transfer to another facility or position; or
 - c. resignation or termination of employment.



The three-month notice period provided for in clause 19.1.10 does not apply.

20 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 work groups,
- (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.

21 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.

22 TACTICAL RESPONSE GROUP TRAINING

All training needs will be assessed and lodged in order of importance. All training needs will be scheduled to occur within a twelve-month training calendar. Ongoing training will be developed into multiple sessions. A minimum of 8 hours training will be delivered per calendar month with the exception of those Tactical Response Group (TRG) members on rostered leave.



23 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.

24 MEAL BREAKS

24.1 The following paid meal breaks shall apply:

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

25 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.

26 SIGNATORIES

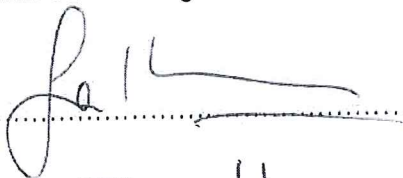
SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:

Name:

Date:



Jane Hanna

9 June 2020



SIGNED FOR AND ON BEHALF OF

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

Signed: 

Name: Tom Lynch

Date: 4 June 2020



SIGNED FOR AND ON BEHALF OF

United Workers Union, Tasmania Branch

Signed:.....

Name: Jannette Armstrong

Date: 5 June 2020



SCHEDULE I SALARY INCREASES FOR DAY WORKERS

Table 1. Salary increases prior to translation for day workers

Classification	Current Salary	2.3% FFPPOOA 1 Dec 2019
Correctional Officer Recruit Training	\$52,939	\$54,157
Correctional Officer Probationary	\$56,643	\$57,946
Correctional Officer Grade 1	\$58,225	\$59,564
Correctional Officer Grade 2	\$60,607	\$62,001
Correctional Officer Grade 3	\$61,577	\$62,993
Correctional Officer First Class (FCCO)	\$64,252	\$65,730
Correctional Supervisor	\$71,267	\$72,906
Correctional Supervisor Grade 2	\$80,385	\$82,234
Superintendent Grade 1	\$82,352	\$84,246
Superintendent Grade 2	\$100,050	\$102,351
Deputy Chief Superintendent*	\$124,384	\$127,245
Chief Superintendent	\$120,158	\$122,922

* Rate includes loading of 17.5%



Table 2 Salary Increases on and post translation to new structure

Translation to the new structure occurs on FFPPOOA 1 December 2020, as outlined in section 9 and schedule 3 of this Agreement

Classification post translation	FFPPOOA Dec 2020	FFPPOOA 2021	FFPPOOA 1 Dec 2022
	Translation (Inclusive of 2.3%)	2.35%	2.35%
Correctional Officer Training	\$56,001	\$57,317	\$58,664
Correctional Officer Probationary	\$60,122	\$61,535	\$62,981
Correctional Officer Level 1	\$62,474	\$63,942	\$65,445
Correctional Officer Level 2	\$65,077	\$66,606	\$68,172
Correctional Officer Level 3	\$66,378	\$67,938	\$69,535
Advance Assessment Point			
First Class Correctional Officer (FCCO) Level 1	\$67,659	\$69,249	\$70,876
FCCO Level 2	\$69,417	\$71,048	\$72,718
FCCO Level 3	\$70,462	\$72,118	\$73,813
Promotion			
Correctional Supervisor (CS) Level 1	\$72,704	\$74,413	\$76,162
CS Level 2	\$74,784	\$76,541	\$78,340
CS Level 3	\$76,788	\$78,593	\$80,440
Advance Assessment Point			
CS Level 4	\$78,085	\$79,920	\$81,798



Classification post translation	FFPPOOA Dec 2020	FFPPOOA 2021	FFPPOOA Dec 2022
CS Level 5	\$80,115	\$81,998	\$83,925
CS Level 6	\$82,794	\$84,740	\$86,731
CS Level 7	\$84,042	\$86,017	\$88,038
Correctional Supervisor Grade 2	\$84,125	\$86,102	\$88,125
Superintendent Grade 1 (Reverted)	\$86,184	88,209	90,282
Promotion			
Superintendent Level 1	\$96,100	\$98,358	\$100,669
Superintendent Level 2	\$98,022	\$100,326	\$102,684
Superintendent Level 3	\$101,224	\$103,603	\$106,038
Superintendent Grade 2	\$104,705	\$107,166	\$109,684
Promotion			
Chief Superintendent Level 1	\$113,792	\$116,466	\$119,203
Chief Superintendent Level 2	\$126,390	\$129,361	\$132,400



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

Table 1. Salary Increases prior to translation

Classification pre translation with annual allowance for shift work	Current Salary	FFPPOOA 1 Dec 2019
		2.30%
Correctional Officer Probationary	\$72,504	\$74,172
Correctional Officer Grade 1	\$74,528	\$76,242
Correctional Officer Grade 2	\$77,577	\$79,361
Correctional Officer Grade 3	\$78,819	\$80,632
Correctional Officer First Class (FCCO)	\$82,242	\$84,134
Correctional Supervisor	\$91,219	\$93,317
Correctional Supervisor Grade 2	\$102,893	\$105,260
Superintendent Grade 1	\$105,411	\$107,835
Superintendent Grade 2	\$128,063	\$131,008



Table 2 Salary increases on and post translation to new structure

Translation to the new structure occurs on FFPPOOA 1 December 2020, as outlined in section 9 and schedule 3 of this Agreement

Classification	FFPPOOA 1 Dec 2020	FFPPOOA 1 Dec 2021	FFPPOOA 1 Dec 2022
	Translation (Inclusive of 2.3%)	2.35%	2.35%
Including Annual Allowance for Shift Work			
Correctional Officer Probationary	\$76,956	\$78,764	\$80,615
Correctional Officer Level 1	\$79,967	\$81,846	\$83,769
Correctional Officer Level 2	\$83,299	\$85,257	\$87,261
Correctional Officer Level 3	\$84,964	\$86,961	\$89,005
Advance Assessment Point			
First Class Correctional Officer (FCCO) Level 1	\$86,604	\$88,639	\$90,722
FCCO Level 2	\$88,854	\$90,942	\$93,079
FCCO Level 3	\$90,191	\$92,310	\$94,479
Promotion			
Correctional Supervisor (CS) Level 1	\$93,061	\$95,248	\$97,486
CS Level 2	\$95,724	\$97,974	\$100,276



Classification	FFPPOOA 1 Dec 2020	FFPPOOA 1 Dec 2021	FFPPOOA 1 Dec 2022
CS Level 3	\$98,289	\$100,599	\$102,963
Advance Assessment Point			
CS Level 4	\$99,949	\$102,298	\$104,702
CS Level 5	\$102,547	\$104,957	\$107,423
CS Level 6	\$105,976	\$108,466	\$111,015
CS Level 7	\$107,574	\$110,102	\$112,689
Correctional Supervisor Grade 2	\$107,680	\$110,210	\$112,800
Superintendent Grade 1 (Reverted)	\$110,315	\$112,907	\$115,560
Superintendent Grade 2 (no disadvantage)	\$134,022	\$137,172	\$140,396
Including Duty Manager Allowance			
Superintendent Level 1	\$112,917	\$115,5715	\$118,227
Superintendent Level 2	\$115,176	\$117,883	\$120,653
Superintendent Level 3	\$118,938	\$121,733	\$124,594
Promotion			
Chief Superintendent Level 1	\$133,705	\$136,847	\$140,063
Chief Superintendent Level 2	\$148,508	\$151,998	\$155,570



SCHEDULE 3 TRANSLATION TABLE

Current Classification	Translate to New Classification and Level
Correctional Officer Recruit	Correctional Officer Training
Correctional Officer Probationary	Correctional Officer Probationary
Correctional Officer Grade 1	Correctional Officer Level 1
Correctional Officer Grade 2	Correctional Officer Level 2
Correctional Officer Grade 2 with an Anniversary date of 23 December 2020, progress to Correctional Officer Level 3 on 23 December 2020	Correctional Officer Level 2
Correctional Officer Grade 3	Correctional Officer Level 3
Correctional Officer First Class	First Class Correctional Officer Level 1
Correctional Officer First Class, with four or more, but less than six, years satisfactory performance at existing Correctional Officer First Class	First Class Correctional Officer Level 2
Correctional Officer First Class with six or more years satisfactory performance at existing Correctional Officer First Class	First Class Correctional Officer Level 3
Correctional Supervisor	Correctional Supervisor Level 2
Correctional Supervisor with four or more years satisfactory performance at Correctional Supervisor	Correctional Supervisor Level 3



Current Classification	Translate to New Classification and Level
<p>Correctional Supervisor with six years satisfactory performance and they are assessed as having met the advance assessment criteria.</p> <p>The Advance Assessment Point criteria will be agreed by 1 September 2020 and Correctional Supervisors with more than six years at level will be given opportunity to undertake assessment prior to 1 December 2020</p>	Correctional Supervisor level 4
Correctional Supervisor Grade 2	Correctional Supervisor Grade 2
Superintendent Grade 1	Superintendent Level 1
Superintendent Grade 1, with more than three years, but less than six years satisfactory performance as a Superintendent Grade 1.	Superintendent Level 2
Superintendent Grade 1 with more than six years satisfactory performance as a Superintendent Grade 1	Superintendent Level 3
Superintendent Grade 2	Superintendent Grade 2
Deputy Chief Superintendent	Chief Superintendent Level 1
Chief Superintendent	Chief Superintendent Level 2



SCHEDULE 4 – TRANSITIONAL ARRANGEMENTS FOR SUPERINTENDENTS AND CHIEF SUPERINTENDENTS

The following clauses will apply until the ffpccoaa 1 December 2020

DUTY MANAGER ALLOWANCE

1. Superintendent Grade 2

1.1 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:

- (i) After hours, during the rostered week, to be contactable by telephone.
- (ii) To make contact with each of the facilities over the weekend and resolve any issues requiring immediate attention.
- (iii) 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.

1.2 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.

1.3 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.

2. Chief Superintendent

2.1 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:

- (i) After hours, during the rostered week, to be contactable by telephone.
- (ii) To make contact with each of the facilities over the weekend and resolve any issues requiring immediate attention.
- (iii) 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.

2.2 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.

2.3 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.



ANNUAL ALLOWANCE TO COMPENSATE FOR SHIFT WORK

Employees classified as Superintendent Grade 1, 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.

AVAILABILITY AND RECALL

The provisions of Part VI Clause 5 of the Tasmanian State Service Award (S085) apply except as provided for by the duty manager allowance and annual allowance to compensate for shift work clauses in Schedule 4 of this Agreement and as follows:

1. Superintendent Grade 1

This clause only has application until the ffpccoaa 1 December 2020

- (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)(l).

2. Superintendent Grade 2, Deputy 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* (SOBS) 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.





SCHEDULE 5 – TRANSITIONAL CLASSIFICATION STRUCTURE, ESSENTIAL REQUIREMENTS AND PROGRESSION ARRANGEMENTS

The following clauses and arrangements will apply until the fppcooa 1 December 2020

- I. 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:
- II. Progression within the Correctional Officer levels is automatic on attainment of the essential and progression requirements.
- III. 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.
- IV. 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.
- V. Progression to Superintendent Grade 1 is by promotion or appointment.
- VI. 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.
- VII. Progression to Deputy Chief Superintendent is by promotion or appointment.
- VIII. Progression to Chief Superintendent is by promotion or appointment.
- IX. The progression arrangements for fitness testing will apply following the determination and implementation of the required fitness level standard and testing arrangements.

Essential and Progression Requirements

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

Classification Title	Classification Function	Essential Requirements	Progression Requirements
Correctional Officer Recruit	Recruit	<p>Meet fitness test requirements for appointment;</p> <p>Achieve required rating in psychological suitability assessment; and</p> <p>Assessed as medically suitable for Correctional role.</p>	Pass all entrance assessments for appointment
Satisfactory Completion of Training			



Correctional Officer Probationary	Assigned Recruit	Nil	<p>Pass and graduate from the Recruit Course; and</p> <p>All probation reports and targets at 'achieved' or better rating.</p>
Correctional Officer Grade 1	Correctional Duties	Certificate III in Correctional Practice (Custodial).	<p>All probation reports and targets at 'achieved' or better rating;</p> <p>Pass fitness test requirements (for employees engaged post 1 January 2017); and</p> <p>Satisfactory completion of 12 months as Correctional Officer Probationary.</p>
Correctional Officer Grade 2	Correctional Duties	Meets the essential requirements for Correctional Officer Grade 1.	<p>Most recent performance rating assessed as 'achieved' or better;</p> <p>Pass fitness test requirements (for employees engaged post 1 January 2017);</p> <p>Completion of 12 months as Correctional Officer Grade 1;</p> <p>Completion of Work Health and Safety Awareness module; and</p> <p>Completion of cultural competence and workplace behaviour modules.</p>
Correctional Officer Grade 3	Correctional Duties	Meets the essential requirements for Correctional Officer Grade 2.	<p>Most recent performance rating assessed as 'achieved' or better;</p> <p>Pass fitness test</p>



			<p>requirements (for employees engaged post 1 January 2017);</p> <p>Completion of 12 months as Correctional Officer Grade 2; and</p> <p>Completion of Decency Modules.</p>
Correctional Officer First Class	Leading Correctional Officer	Completion of Internal written assessment paper and attainment of the qualifying score.	<p>Most recent performance rating assessed as 'achieved' or better;</p> <p>Pass fitness test requirements (for employees engaged post 1 January 2017);</p> <p>Completion of 36 months as Correctional Officer Grade 3; (previous experience outside of State counted);</p> <p>Attendance on the Supervisor Induction Course and attainment of the required rating in the multi-choice assessment; and</p> <p>Completion of anti-discrimination training module.</p>
Promotion			
Correctional Supervisor	Leader of TPS Team(s)	<p>Completion of Certificate IV in Correctional Practice or Certificate IV in Leadership and Management or relevant university qualification;</p> <p>OR</p>	<p>Most recent performance rating assessed as 'achieved' or better;</p> <p>Pass fitness test requirements (for employees engaged post 1</p>



		Completion of Internal Written Assessment Paper and attainment of the qualifying score; and Achieved a pass mark in TPS job simulation internal assessment(s).	January 2017); and Obtaining a 'Progress' assessment rating from the Supervisor Selection Board.
Old Correctional Supervisor Grade 2	Leader of TPS Team(s)	Nil – cannot be appointed or progressed to this classification.	Nil – cannot be appointed or progressed to this classification.
Promotion			
Superintendent Grade 1	Head of a TPS Department	Completion of Certificate IV in Correctional Practice or Certificate IV in Leadership and Management or relevant university qualification.	Most recent performance rating assessed as '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.
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
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

