



15 October 2024

Ms Kylie Maj
Director General
Department of Justice
Level 31, David Malcolm Justice Centre
28 Barrack Street
PERTH WA 6000

Dear Kylie

RE: Department of Justice Prison Officers' Industrial Agreement 2024

On Thursday 10th October 2024 I received correspondence from you outlining an offer for replacement of the expired Department of Justice Prison Officers' Industrial Agreement 2022.

On behalf of the Western Australian Prison Officers' Union of Workers I reject the offer in its entirety. The offer does not reflect the Union's log of claims and fails to address the intent and opportunity to rectify the crisis that the Department of Corrective Services faces currently and into the future.

The base salary increases do not attempt to address the years of extremely low increases and do not include reclassification as was applied to the Youth Justice Employees in 2023.

Your 'Attachment B' contained a poultry thirteen items, most of which were in response to our requests to adjust the Agreement to reflect the current application of clauses. No mention or attempt to address over one hundred other items in the Union's log of claims were included.

Over two and a half thousand Prison Officers continue to work in increasingly dangerous workplaces for an employer that has a total disregard for their safety and well-being. Pay increases have not been in line with inflation and conditions contained within the Industrial Agreement have been denied and reinterpreted disingenuously to create an environment that is so dangerous and unincentivized that we are seeing an unprecedented attrition rate of over sixteen officers per month.

No Prison Officer joined this once proud service to work in the conditions that currently exist in every prison in Western Australia. This sad situation only exists due to the failures of senior managers to properly plan the very basics of a prison service. Now our members are not only forced to work in these terrible overcrowded under-staffed conditions they are expected to fix them as well for no recognition or reward.

Over the past five years we have seen a Premier, Minister for Corrective Services and Director General show a total disregard for the prison system and unashamedly attack the conditions and welfare of the Prison Officers who despite this have continued to keep the prisons functioning. We now have a system that is completely broken with aging infrastructure, not enough beds, no courses or trades instruction for the prisoners to target recidivism, and far from enough prison officers to ensure safe prisons.

On the positive side we have a new Premier, new Minister, new Director General and possibly soon a new Commissioner. Here is an opportunity to rid the Corrective Services of the rest of those responsible for the

decisions that have created this mess and to address the most pressing problem of attracting and retaining those that keep the Prison Service functioning not only during the weekdays like an office job but every night every weekend and every public holiday. Prison Officers deal with those that have been removed from society because they are violent and dangerous and the officers deal with them daily yet are treated with disdain and contempt by the Government that employ them.

As recent as yesterday we have seen yet another death in custody which adds to the many we have already seen this year. At some point the same concentrated effort that has been applied to the Juvenile system needs to be applied to the adult system before we see the number of deaths increase. The system is at breaking point and senior managers are making ill advised decisions which put lives at risk. We need more Prison Officers to ensure safety and someone with the courage and management skills to recognise this and change the appetite to dwindle the numbers to save money.

Your offer does not deal with the crisis we are currently in. The offer is a death sentence for the W A Prison Service and needs to contain, at the very least, some of the measures WAPOU have presented to address the massive attrition rate and attract new prison officers in a very competitive employment market. Prison Officers at least remain professional and committed to keeping the community safe and ensuring the prisoners are cared for and receive their legal entitlements.

The Union remains willing to re-commence negotiations with your representative team in the hope that your response to our claim will be reconsidered.

Yours sincerely

Andy Smith
Secretary

WAPOU Log of Claims

Claim Item Number	WAPOU Claim	Department Response	WAPOU commentary	
1	<p>Adaptive Routine</p> <p>Adaptive Routine means the Superintendent shall, in consultation and agreement with the Local Union Branch, propose to make changes to the placement of available staff and any changes to routine prison functions in the event of a Staffing Shortfall. Upon endorsement of the proposed modifications by the Executive of each of the Parties the Superintendent will issue a Standing Order detailing the proposed modifications.</p>	<p>No response to definition but proposed replacement wording in section 121</p>	<p>This is an important term used in the agreement and requires a definition NO cost to Dept</p>	<p>Partial result</p>
2	<p>Health Practitioner</p> <p>Health Practitioner means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession. This includes Aboriginal and Torres Strait Islander health practice, Chinese medicine, chiropractic, dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health therapist), medical, medical radiation practice, midwifery, nursing, occupational therapy, optometry, osteopathy, paramedicine, pharmacy, physiotherapy, podiatry and psychology.</p>	<p>No response</p>	<p>This is the accepted definition of medical practitioner and would bring our agreement inline with other public sector agreements NO cost to Dept</p>	<p>Not Met</p>
3	<p>Officer definition</p> <p>Add Part time and Job share</p>	<p>Defined VSO</p>	<p>This definition ensures an officer definition covers all types of employment NO cost to Dept</p>	<p>Not met</p>

4	<p>Officer In Charge</p> <p>Add or work camp</p>	<p>Remote Senior Workcamp Officer Allowance</p> <p>New Allowance of \$135 pfn for remote Senior Work Camp Officers working in remote locations, in recognition of additional responsibilities associated with the remoteness of their location and distance from their post</p>	<p>This offer fails to identify the additional duties or define what a remote work camp is. It also fails to define senior workcamp officer</p> <p>NO cost to Dept</p>	Not Met
5	<p>Overtime</p> <p>Add where the Commissioner agrees to pay double time overtime for a set period of time (Clause 27.8):</p>	No Response	<p>WAPOU Claim removes the inconsistent application of double time OT, which in turn removes possible allegation of corruption.</p> <p>Not responding to this claim fails to address issues raised by Auditor General report into payroll and HR practises.</p> <p>NO cost to Dept</p>	Not Met
6	<p>Principal Prison Officer</p> <p>Add Principal Prison Officer has the same meaning as Prison Officer</p>	Defined VSO	<p>WAPOU Claim clearly identifies that a Principal Prison Officer is a type of Prison Officer</p> <p>NO cost to Dept</p>	Not Met
7	<p>Prison Officer</p> <p>Add Prison Officer means a person engaged or deemed to have been engaged to be a Prison Officer under section 13 of the Prisons Act.</p>	Defined VSO	<p>WAPOU claim clearly identifies what a prison officer is.</p> <p>NO cost to Dept</p>	Not Met
8	<p>Senior Officer Work Camp</p> <p>Add means a position assigned to a Work Camp which requires the occupant to have successfully completed the ELTP.</p>	Defined VSO	<p>WAPOU Claim Clearly identifies what a Senior Officer Work Camp is and the minimum training required to be one.</p> <p>NO cost to Dept</p>	Not Met

9	<p>Senior Prison Officer</p> <p>Add Senior Prison Officer has the same meaning as Prison Officer</p>	Defined VSO	<p>WAPOU Claim clearly identifies that a Senior Prison Officer is a type of Prison Officer</p> <p>NO cost to Dept</p>	Not Met
10	<p>Unforeseen Circumstances</p> <p>means something that was not reasonably anticipated or expected to have occurred or mitigated through plan or agreement.</p>	Unforeseen circumstances means something that was not reasonably anticipated or expected at the time of roster development.	<p>The WAPOU claim used the dictionary definition of unforeseen as there is no definition of this term.</p> <p>The department are attempting to completely change the meaning of this provision.</p> <p>NO cost to Dept</p>	Partial
11	<p>Vocational Support Officer</p> <p>Vocational Support Officer means a person engaged or deemed to have been engaged for the industrious work for prisoners, training, ensuring the work environment complies with Work Health Safety obligations and to manage, organise and direct all aspects including prisoners within their area of expertise</p>	Vocational Support Officer means a classification of prison officer whose role is primarily responsible for performing vocational support and ancillary function, rather than a disciplinary function within a prison.	<p>WAPOU Claim clearly identifies what a Vocational Support Officer does and that they are not Prison Officers.</p> <p>they are not trained as Prison Officers and not Employed as Prison Officers.</p> <p>The departments claim is trying to make a VSO a Prison Officer who works with prisoners but has no training to be a prison officer.</p> <p>This is in breach of a current WorkSafe Improvement Notice</p> <p>NO cost to Dept</p>	Not met
12	<p>Work Camp Officer</p> <p>Work Camp Officer means a position assigned to a Work Camp which requires the occupant to have successfully completed the ETP</p>	Defined VSO	<p>WAPOU Claim Clearly identifies what a Work Camp Officer is and the minimum training required to be one.</p> <p>NO cost to Dept</p>	Partial
13, 14, 15	No Further Claims	No Response	The WAPOU claim was designed to acknowledge the fact that the	Not met

	<p>Section 8.1 (a) Remove productivity improvements up to the date of commencement of the Agreement; and</p> <p>Section 8.2 Remove This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in the Agreement.</p> <p>Section 8.2 (New) The department initiated a staffing review during the bargaining period of this agreement which is scheduled to continue after this agreement has been bargained. Any productivity or efficiency gains made within that staffing review must be shared within the employees of this agreement.</p>		<p>department were doing a staffing review during bargaining and possibly following this.</p> <p>This review was looking for cost saving and efficiencies. WAPOU wanted it acknowledged that these saving would be shared between the parties.</p> <p>No change means WAPOU cannot make any claim towards these saving during this term.</p> <p>NO cost to Dept</p>	
16	<p>Principles and Aims of Agreement</p> <p>Section 9.4 (New) The Employer aims to have effective communication so that discussions on matters relating to employment can be initiated by WAPOU with the appropriate manager and by the Employer with the nominated WAPOU representative</p>	No Response	<p>This claim has no cost and just requires a responsible and mature management team.</p> <p>It stops unscrupulous superintendents from just picking anyone to represent members.</p> <p>The union gets to pick the people that represent it.</p> <p>NO cost to Dept</p>	Not met
17	Mental Health	Propose to include words used in CSA agreement but have provided no words	Our claim is to use the words already in place in the Police agreement.	Partial

	<p>The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.</p> <p>The Employer must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety (WHS) Committee, the Employer must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements. The WHS Committee will update the PCC on progress as appropriate.</p> <p>The Employer must ensure that managers and supervisors undertake appropriate training to effectively prevent and manage harm from psychosocial risks identified in the workplace. The Employer must provide the PCC with data on completed training when requested.</p>		NO cost to Dept	
18	<p>Types of Employment and Employer Preference</p> <p>Section 11.1 a Add or on job share or</p>	Appear to agree with our position	<p>No detail provided</p> <p>NO cost to Dept</p>	Partial
19, 20	<p>Job Share</p> <p>Section 13.4 Remove entire paragraph</p>	Appear to agree with our position	<p>No detail provided</p> <p>NO cost to Dept</p>	Partial

	Add Officers in a job share arrangement shall not work the same rostered period			
21, 22, 23	<p>Fixed Term Employment</p> <p>Section 14.3 a Add or multiple periods totalling 12 months</p> <p>Section 14.8 Remove will receive an appropriate training program that ensures the safety and security of Officers and prisoners.</p> <p>Add Prison Officers engaged for a fixed term will not undergo ELTP, but must hold a certificate 3 in Correctional Practise and will receive a skills assessment to assess their current compliance with mandatory training. A individual learning plan will be developed and must be completed within 4 weeks of starting employment.</p>	Appear to agree with our position	<p>No detail provided</p> <p>NO cost to Dept</p>	Partial
24, 25, 26, 27	<p>Section 14.9 (New)</p> <p>Vocational Support Officers engaged for a fixed term will not undergo ELTP but must successfully complete ETP training and their 2 week site orientation before commencing work on site</p> <p>Casual Employment Section 15.6</p> <p>Remove receive an appropriate training program that ensures the safety and security of Officers and prisoners</p>	Appear to agree with our position	<p>No detail provided</p> <p>NO cost to Dept</p>	Partial

	<p>Add hold a certificate 3 in offender management and be current in all mandatory training refresher.</p> <p>Section 15.7 (New) Vocational Support Officers engaged on a casual basis will not undergo ELTP but must successfully complete ETP training and their 2-week site orientation before commencing work on site</p>			
28	<p>Termination of Employment</p> <p>Section 19.7 (new)</p> <p>Add The employer will pay all outstanding wages and entitlements no later than 14 days after the officer's final day at work.</p>	No Response	<p>This claim has no cost and simply requires the department to give a worker what they are entitled to when they leave employment. Rather than making them wait for many months to be given their entitlements.</p> <p>NO cost to Dept</p>	Not met
29, 30	<p>Hours of Duty</p> <p>Section 23.1 Add as per the cyclic roster</p> <p>Section 23.2 Add as per the cyclic roster</p>	Appear to agree with or position	<p>Need more detail</p> <p>NO cost to Dept</p>	Partial
31	<p>Meal Breaks</p> <p>Section 24.5 c (new) Add is working on escort duties and is working away from their head quarters</p>	No Response	<p>Department have just (outside of bargaining) arbitrarily changed their approach to this matter</p> <p>NO cost to Dept</p>	Not met
32	<p>Rate of Pay for Overtime</p> <p>Section 27.8 (new) Add An Officer who is required to perform Overtime in any situation as decided by the Commissioner shall be paid at the rate of double time based on the Officer's Hourly</p>	No Response	<p>Allows inconsistent application of double time OT allowing for corruption. Fails to address issues raised by Auditor General report into payroll and HR practises.</p> <p>NO cost to Dept</p>	Not Met

	Annualised Rate of Pay for all Overtime hours worked			
33 - 43	<p>(a) An Officer who has not had at least 10 hours off duty before their next rostered shift is due to commence shall, without loss of pay for ordinary hours of work for which they are absent, not be required to commence the shift until the Officer has had 10 hours off duty.</p> <p>(b) If the Officer resumes or continues work on the instruction of the Employer without 10 successive hours off duty, the Officer shall be granted time off in lieu for the hours worked at the rate of double time until the Officer has had 10 consecutive hours off duty and without loss of pay for ordinary hours of work for which they are absent.</p> <p>Section 28.5 (Remove) Subclauses 28.2 and 28.4 are to be read in conjunction with the Department's Fatigue Management Guidelines, as amended from time to time.</p> <p>Section 28.5 (Replace) The Employer will comply with the recommendations contained within the WorkSafe Working Hours Code of Practice 2006 (WA) as it relates to rostering and hours of duty, including the use of forward rotating shifts.</p> <p>Section 28.6 (New) This clause does not apply to Officers employed in Work Camp Classification who sleep on site.</p>	No Response	<p>The WAPOU claim is designed to try and come up with common agreement on this provision.</p> <p>rather than wait for a third party (judge) to force a situation on the parties.</p> <p>this would also be cost effective for tax payers who foot the bill for these government lawyers.</p> <p>however the department have refused to discuss this based on the fact that this is in court.</p> <p>28.5 taken from other Public sector agreements</p>	Not met
44, 45, 46, 47, 48	Development of Roster	No Response	This claim is designed to ensure our rosters match our Staffing level	Not Met

	<p>Section 31.3 (Remove) It is intended that all Roster lines are filled, or part thereof subject to current approved staffing levels, current absences, and unforeseen circumstances. Long term absences such as sickness, workers' compensation or other extended leave absences should not be filled by Overtime as a first option.</p> <p>Section 31.3 (New) It is intended that all Roster lines are filled, or part thereof subject to current approved staffing levels, current absences, and unforeseen circumstances. Long term absences such as sickness, workers' compensation, long Service leave, agreed retirement plans or other extended leave absences should be filled using the vacancy management provisions of this agreement in the first instance. not be filled by Overtime as a first option. Overtime should be used if this option is not available.</p> <p>Section 31.7 (Remove) Rosters shall provide for at least eight hours between the ceasing of one shift and the commencement of the next shift except in the case of Officers working 12 hour shifts where the break shall be 12 hours.</p> <p>Section 31.7 (New) Rosters shall provide for at least 12 hours between the ceasing of one shift and the commencement of the next shift except in the case of: (a) Officers employed in Work Camp Classifications who may be required to</p>		<p>agreements so that a safe system of work can be implemented.</p> <p>NO cost to Dept</p>	
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	<p>remain at the Work Camp outside of their rostered hours of work and who may be required to work during this period.</p> <p>(b) Officers employed on shift work shall be rostered in such a manner that Afternoon Shifts, Night Shifts and weekend shifts are divided equally between such Officers where practicable.</p> <p>Section 31.9 (New) Rosters shall be developed in accordance with the Staffing Agreement, Agreed Staffing Levels and be developed in consultation and agreement between the Employer and the Union.</p>			
49, 50, 51	<p>Roster Cycles</p> <p>Section 32 Add Cyclic</p> <p>Section 32.1 Add and be of a continuous cyclic nature</p> <p>Section 32.2 Add with different hours of work</p>	Amend Rostering clauses 32, 33, and 34 to include cyclic	Need more detail	Partial
52, 53, 54	<p>Roster Posting</p> <p>Section 33.3 Remove Minimum</p> <p>Section 33.3 Add Maximum</p> <p>Section 33.3 Remove and a minimum of one Roster covering six weeks.</p>	No response	<p>This claim is designed to give Prison Officers working Shift work some certainty of their work days, not just for the 6 weeks of a posted roster.</p> <p>Staff should be able to accurately forecast out what their rest days will be to allow them to plan their family lives.</p> <p>The electronic roster system does this already.</p>	Not met

			NO cost to Dept	
55, 56	<p>Roster Alterations</p> <p>Section 34 (new) Add Cyclic</p> <p>Section 34.3 Add only with their agreement. However</p>	No response other than on cyclic	<p>This claim is designed to give Prison Officers working Shift work some certainty of their work days, not just for the 6 weeks of a posted roster.</p> <p>Staff should be able to accurately forecast out what they rest days will be to allow them to plan their family lives.</p> <p>The electronic roster system does this already.</p> <p>NO cost to Dept</p>	Partial
57, 58	<p>Rate of Pay</p> <p>Section 37.2</p> <p>7% and 5%</p> <p>Section 37.3</p> <p>2 year term</p>	5%, 4% and 3% 3 year term	This offer is less than what has been offered and accepted by other public sector employees	Not met
59, 60	<p>Payment Errors</p> <p>Section 41.4 (Remove) Remove provision</p> <p>Section 41.4 (New) Where an Officer is overpaid, the Employer will provide the Officer with the written details of the overpayment and notify the Officer of their intent to recover the overpayment. In consultation and agreement with the Officer, the Employer shall make arrangements for the repayment in line with the Minimum Conditions of Employment Act 1993.</p>	No Response	<p>The WAPOU claim is for the minimum conditions of employment wording to be used.</p> <p>This is designed to get the department to talk to you about any overpayments rather than them stealing your wages as they currently do.</p> <p>NO cost to Dept</p>	Not met

61	Composite Allowance Section 49 Update allowances	Wage increase applied to regional incentive allowance		Achieved
62, 63	Compressed Air Breathing Apparatus Allowance Section 43.1(a) Increase rate to \$45.00 from 11 June 2024 Section 43.1(b) Increase rate to \$50.00 from 11 June 2025	Increase rate to \$40.00 from 11 June 2024 Increase rate to \$45.00 from 11 June 2025	The WAPOU actually stated that the CABA allowance needed to be at least doubled however didn't believe that the department would do this. Our claim was the least they could increase this allowance by. But for this minimum increase to even look attractive WAPOU suggested that it be paid in the first week of December as a lump sum.	Partial
64	District Allowance Section 44.1 (new) Add as at Schedule E - District Allowance (Government Wages Employees) General Agreement 2010 or its replacement	No response	This creates transparency for what this allowance is. NO cost to Dept	Not Met
65	Driving Allowance Section 46 Update allowances	No change		Not Met
66	Hard to staff shift Allowance Section 47 (new) Hard to staff Shift Allowance Section 47.1 The department recognises that weekend and night shifts are critical safety shifts and must be filled.	No response	This claim is designed to get the right amount of people in our prisons at night to keep everyone safe. Currently the salary doesn't attract people to the job and you get nothing more when working nights or weekends. These are hard to staff shifts and the department often pay double time OT as an incentive to get people to attend	Not Met

	<p>Section 47.2 The department agree to pay a hard to staff shift allowance of \$300 per shift to any staff member that is rostered and works a weekend or night shift.</p>		<p>these shifts. This is just over \$1000 per shift for a 4th year PO.</p> <p>Our suggestions is a third of this cost and would reduce OT costs.</p> <p>Since this claim was made this situation has gotten far worse with a large number of prisons now unable to even unlock a cell in an emergency at night as they simply do not have enough to do so.</p>	
67	<p>Officer in Charge Allowance</p> <p>Section 49 Update Allowance</p>	No Change		Not Met
68, 69, 70, 71, 72	<p>Regional Incentive Allowance</p> <p>Section 52.2 Add Bunbury Regional Prison</p> <p>Section 52.3 (Remove) Officers permanently posted to a Tier 1 Regional Incentive Prison on or after 11 June 2022 shall be paid a regional incentive allowance of \$207.34 per fortnight while they remain posted to a Tier 1 Regional Incentive Prison.</p> <p>Section 52.3 (replace) (a) Officers posted to a Tier 1 Regional Incentive Prison on or after 11 June 2024 shall be paid an annual regional incentive allowance of \$5,980 payable fortnightly (i.e., \$230.00 per fortnight) while they remain posted to a Tier 1 Regional Incentive Prison, and</p>	<p>No response to including Bunbury Regional Prison into the regional allowances list</p> <p>No change to this regional allowance.</p>	<p>WAPOU's claim is designed to try and attract and retain staff to the regions.</p> <p>Currently almost all of our prisons are experiencing difficulties when it comes to staffing the prisons.</p> <p>WKRP is bat far the worst where they often do not even have half of their safe staffing levels most days and are over muster with prisoners on the floor.</p> <p>Eastern Goldfields is very similar with prisoners on the floor and a current incentive being offered for staff to work in this prison due to the poor staffing levels.</p> <p>This incentive for these fly in fly out staff is an insult and a real smack in the face to the current staff that work in this</p>	Not met

	<p>(b) a lumpsum payment of \$11,960 after 3 years continuous service and; (c) a lumpsum payment of \$5,980 for each 2 years subsequent service</p> <p>Section 52.4 (Replace) Officers permanently posted to a Tier 2 Regional Incentive Prison on or after 11 June 2022 shall be paid a regional incentive allowance of \$103.70 per fortnight while they remain posted to a Tier 2 Regional Prison.</p> <p>Section 52.4 (Replace) (a) Officers posted to a Tier 2 Regional Incentive Prison on or after 11 June 2024 shall be paid an annual regional incentive allowance of \$2,990 payable fortnightly (i.e. \$115.00 per fortnight) while they remain posted to a Tier 2 Regional Prison, and (b) a lumpsum payment of \$5,980 after 3 years continuous service and; (c) a lumpsum payment of \$2,990 for each 2 years subsequent service.</p>		<p>prison in terrible conditions of overcrowding and understaffing. Roebourne, Bunbury and Albany are all suffering prolonged staff shortages and even Broome has difficulty attracting staff.</p> <p>Broome will one day have a new prison built in the area and this will add even more pressure to this regional area.</p> <p>WAPOU's claim was an opportunity to get a head of the issue rather than wait for disaster.</p>	
73, 74	<p>Section 52.6 (New) Officers permanently posted to West Kimberley Regional Prison residing in Government Regional Officer's Housing are entitled to a 75% rent subsidy on accommodation.</p> <p>Section 52.7 (New) Officers permanently posted to Broome Prison or Eastern Goldfield Regional Prison residing in Government Regional Officer's Housing are entitled to a 50% rent subsidy on accommodation.</p>	No Response	<p>WAPOU's claim was to simply add what the current situation is for GROH in each of the regional areas. This would be an open and transparent system.</p> <p>The department is not willing to be open and honest with it workers</p> <p>NO cost to Dept</p> <p>The department have failed to make any offer to address the issues of regional staffing</p>	Not Met

75	<p>Section 52.8 (New)</p> <p>If an officer in Government Regional Officer's Housing is required to move house due to no fault of their own, they should not incur any cost in regard to this move. For example no cleaning or relocation costs.</p>	No Response	<p>WAPOU's claim was to address the additional costs our members face through no fault of their own when their GROH is sold or they are forced to move to another location.</p> <p>Each time this happens the staff members rent goes up as it is a new tenancy plus all the cleaning and relocation costs are pushed onto the staff member who is being forced to move through no fault of their own.</p> <p>Other Govt departments cover these costs for their workers.</p>	
76	<p>Special Staff Allowance</p> <p>Section 57 (New) Special Staff Allowance</p> <p>Section 57.1 An Officer shall be paid a special staff allowance in recognition of working at a prison that cannot maintain its agreed baseline staffing levels and is constantly running on adaptive routines, due to planned or unplanned staff shortages.</p> <p>Section 57.2 The special staffing allowance shall be paid only for shifts worked as follows: a When there is a staffing deficit of 20% or more (not including staff on overtime) of the normal daily staffing level at prison or</p>	No Response	<p>In breach of auditor generals review into Payroll and HR.</p> <p>This is currently paid for reasons that are unknown and with conditions that are unknown.</p> <p>When WAPOU have asked what the conditions are on these allowances we never receive any response.</p> <p>There is no transparency or fairness in this process. The WAPOU claim sought to address this.</p>	Not Met

	<p>b When staff from other prisons are required to be redeployed to another prison to assist in that prisons daily operation.</p> <p>Section 57.3 The special staff allowance shall be paid at a rate of \$8.50 per hour for every hour worked.</p>			
77	<p>Travelling Allowance (Special)</p> <p>Section 60 Update Allowance</p>	No change		Not met
78	<p>Variation to allowances</p> <p>Section 63.6 Update Allowances to reflect Perth All Groups Consumer Price Index since last increase</p>	No change		Not Met
79, 80, 81, 82, 83	<p>Application for Personal Leave</p> <p>Section 68.1 (Remove) An Officer will complete and lodge an application for personal leave in the manner required. The application shall clearly identify the type of personal leave requested and must be submitted during the Officer's first shift on their return to work from Personal Leave. The Officer's pay will be adjusted accordingly if the application for personal leave is not lodged within this period.</p> <p>Section 68.1 (Replace) An Officer will complete and lodge an application for personal leave in the manner required. The application shall clearly identify the type of personal leave requested and must be submitted during the Officer's</p>	No response	These changes brought us into line with the Police agreement	Not met

	<p>first shift week on their return to work from Personal Leave</p> <p>Section 68.5(a)i (bullet point 1) Remove Medical practitioner</p> <p>(bullet point 2) Where the officer has required dental care a dentist; or</p> <p>(bullet point 3) where the Officer is located in a regional location in which no medical practitioners are located – a nurse practitioner.</p> <p>Section 68.5(a)i (bullet point 1) Add health practitioner</p> <p>Section 69.4 Remove 66.1(b), 66.1(c) and</p>			
84	<p>Personal Leave and Other Leave Entitlements</p> <p>Section 74.3 (New) Add Travel time for this provision will be calculated as per clause 81 Travelling Time for Officers Located in Regional Areas.</p>	No response	Claim was to help address regional issues	Not Met
85	<p>Parental Leave</p> <p>Section 82.3</p> <p>(c) There is no assumption that the birth mother will be the primary carer</p> <p>(i) This does not require the birth mother to have a medical condition (physical or mental).</p>	No Response	Claim was to stop the department harassing/discriminating Male and other non-birth parents by imposing different conditions on them to the birth parent	Not met

	(ii) It is the officer's responsibility to decide on who the primary carer is in their family.			
86	Purchased Leave – 50/52 or 49/52 Salary Arrangement Section 105 To get agreement with Commissioner on Purchase leave	No Response	The failure to get this addressed shows the crisis that this department are in. There are simply not enough prison officers employed by this department to be able to give staff a lawful entitlement.	Not Met
87, 88, 89	Secondments and Vacancies Section 118.2 (Remove) A pool of full time equivalent Officers will be maintained by the Employer to assist in filling vacancies and secondments. Section 118.2 (Replace) The Employer shall maintain a pool of Officers equal in size to the full time equivalent of the annual absence of Officers due to vacancies and secondments. Section 118.3 The employer will include the internal secondments at each prison in these calculation. (Senior Officer, Principal Officer and Administration vacancies)	No response	Claim was to address the shortage of prison officers and the high use of OT. Claim would significantly reduce current OT costs which require OT for every absence. Although the department believe they are saving costs by not replacing staff and running short. This creates seriously unsafe prisons. This has seen a massive increase in the number of staff on workers compensation and the numbers of prisoners self-harming and suiciding.	Not Met
90, 91, 92	Management of musters Section 120.1 (Remove to 120.2 and replace) (New) The maximum muster at each prison will be recorded at each prison in the agreed Staffing Level Agreement. Section 120.2 (previously 120.1) Add baseline	No Response	Claim was to address the issue of management not properly planning infrastructure and to address the conditions that staff will work in when a prison is overcrowded. There is no payment if management do their job properly.	Not Met

	<p>Section 12.3 (New) If the muster exceeds the agreed baseline staffing levels and there is no additional resource supplied the staff rostered on duty will receive an over muster allowance of \$25 per shift or part thereof.</p>			
93 - 102	<p>Staffing Shortfalls</p> <p>121.1 (Remove) This clause shall not apply while the Union and the Employer Staffing Agreement remains in force.</p> <p>121.1 (Replace) where the Officer is located in a regional location in which no medical practitioners are located – a nurse practitioner.</p> <p>121.2 (Remove) If the Superintendent determines that the number of Officers on duty or available for duty on any given day has fallen below a staffing level which will ensure the maintenance of routine Prison functions, including the security and welfare of prisoners and the safety of staff at the Prison, the Superintendent shall determine:</p> <p>(a) what changes are required to be made to routine Prison functions; and/or</p> <p>(b) determine the number of Officers required to return to duty.</p> <p>121.2 (Replace)</p>	<p>Enhance staffing shortfall provisions to include consultation with WAPOU on a “Daily Staffing Deployment Plan”, that outlines potential modifications that a Superintendent may make to the placement of available staff, or routine prison functions, in the event of a staffing shortfall.</p> <p>121.1 This clause overrides and replaces Section 4 Staffing Shortfall of the Statewide Baseline staffing Agreement, Memorandum of Agreement.</p> <p>121.2 The department is responsible for ensuring prison officer staffing levels and deployment effectively meet the needs of the Prison Service</p> <p>121.3 The parties acknowledge that under the prisons Act 1981 the Superintendent has the overarching responsibility for the good order and good governance,</p>	<p>The departments response seems to ignore the years of failure of their superintendents and the current situation with record staffing shortages, and prisoner self-harm and deaths due to the constant locking up of prisoners due to extreme staff shortages.</p> <p>The departments proposal even empowers these same failing Superintendents to do even greater damage to the system.</p> <p>No Cost to the Department</p>	Not met

	<p>The Superintendent shall create an adaptive regime by consulting with the local branch of the union about the adaptations that the superintendent proposes to make to the placement of available staff and any changes to be made to routine prison functions in the event of staffing shortfalls</p> <p>121.3 (Remove) If the Local Union Branch of the Prison believes that the number of Officers available for duty has fallen below a staffing level which will ensure the maintenance of routine Prison functions, including the security and welfare of prisoners and the safety of staff at the Prison, it shall advise the Superintendent who shall consider whether changes are required to be made to the routine Prison functions and/or if Officers are required to return to duty.</p> <p>121.3 (Replace) where the Officer is located in a regional location in which no medical practitioners are located – a nurse practitioner.</p> <p>121.4 (Remove) If the Employer does not agree that any action is necessary, the Employer shall advise the Local Union Branch of its decision and the reasons for that decision.</p> <p>121.4 (Replace) In the event that a staffing shortfall occurs the superintendent, after taking into consideration the 'Standing Order - Adaptive Routine', shall be responsible for determining the best placement of available staff and the</p>	<p>safety and security of the prison and is responsible for determining the best placement of staff to implement the services for the operational day.</p> <p>121.4 It is acknowledged by the parties that there may be daily staffing short falls</p> <p>121.5 The Superintendent shall in consultation with the local branch of the union, draft and post a “Daily Staffing Deployment Plan” that outlines potential modifications that the superintendent (or relevant delegate) may make to the placement of available staff or routine prison functions in the event of staffing short falls. The modifications identified in the a “Daily Staffing Deployment Plan” may not be exhaustive.</p> <p>121.5 In the event that a staffing shortfall occurs, the superintendent, after taking into consideration of the a “Daily Staffing Deployment Plan” and any other information available they deem relevant, shall be responsible for determining the best placement of available staff and the appropriate changes to be</p>		
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	<p>appropriate changes to be made to the routine prison functions.</p> <p>121.5 (Remove) If the Local Union Branch at the Prison does not agree with the Employer’s decision, any dispute that arises shall be resolved in accordance with clause 154 – Dispute Resolution Procedure.</p> <p>121.5 (Replace) When there is a staffing deficit of 30% or more (not including staff on overtime) of the normal daily staffing level or staff from other prisons are required to be redeployed to another prison to assist in their daily operation . All staff working at that prison will be paid a special staffing allowance and all overtime will be double time.</p>	<p>made to the routine prison functions.</p> <p>121.6 The “Daily Staffing Deployment Plan” maybe departed from in circumstances where the superintendent (or relevant delegate) considers it necessary to do so.</p> <p>121.7 Any decision by the Superintendent (or relevant delegate) regarding placement of staff or changes to the routine prison functions are not subject to the Disputes Resolution Procedure.</p>		
<p>103, 104, 105, 106</p>	<p>Personal Development and Training Section 124 (New)</p> <p>Section 124.1(New) The Employer will provide appropriate training to enable officers to perform their role safely and efficiently, including a schedule of core training programmes appropriate to the position for newly appointed and for existing officers.</p> <p>Section 124.2 (New) Officers have a responsibility to participate in the training opportunities offered and continue to improve their level of competency.</p> <p>Section 124.3 (New)</p>	<p>No Response</p>	<p>This claim was designed to assist to meet their legal obligations to train staff to a required standard and assist the department in developing staff and trying to address the current situation which is complete failure to develop and support staff.</p> <p>This has no direct cost as this is a requirement of the WHS act.</p> <p>No Cost to the Department</p>	<p>Not Met</p>

	<p>Performance reviews will be conducted by the appropriate manager to review performance, set targets for the future and identify an officer's development needs. All performance targets will be specific, measurable, achievable, realistic and time-based.</p>			
107, 108	<p>Benchmarks for Existing Vocational Support Officer Classifications</p> <p>Section 130 The bench marks are no longer relevant. Needs updating</p> <p>Section 130 Training qualification under the WHS Act, requires all Industrial VSO roles to be level 3 VSO at a minimum.</p>	No Response	<p>Department are trying top make these changes outside of bargaining without the requirement to bargain. (benchmarking)</p> <p>Department are ignoring the results of their own review and the WHS act.</p>	Not met
109, 110, 111, 112	<p>Vocational Support Officer Training – ETP</p> <p>Section 134.1 (Remove) All new Officers employed in the Classification Vocational Support Officer shall complete the ETP within the first six months of appointment, unless special circumstances exist which prevent the Officer from attending the scheduled training. In this case, the Officer and the Employer shall agree to a suitable alternative date for the training to occur.</p> <p>Section 134.1 (Replace) All new Officers employed in the Classification Vocational Support Officer shall complete the ETP before starting work in</p>	No Response	<p>This claim was designed to get the department to comply with the WHS act.</p> <p>Since this claim WorkSafe have issued an improvement notice requiring this happens.</p> <p>The departments position is now ignoring this improvement notice and looks to continue with unsafe work practises</p> <p>No Cost to the Department</p>	Not Met

	<p>a prison. On completion of the ETP the VSO must receive a 2 week orientation for the site.</p> <p>Section 134.2 Remove this does not include practical use of fire extinguishers</p> <p>Section 134.3 (new) None of this training allows a VSO to be involved in medical/funeral escorts, planned use of force and response to a code. A VSO cannot fill a disciplinary officer position or any Prison Officer position that is a response position</p>			
113	<p>Special Operations Group / Albany Security Unit Allowance</p> <p>Section 146.1 Update Allowances to what was promised by DC at SOG visit (10%)</p>	Increase existing SOG allowance to \$110 per fortnight.	This increase is less than 10% promised by DC.	Partial
114	<p>Explosive Allowance</p> <p>Section 147.1 Update allowance</p>	No Response		Not Met
	<p>SOG Contact Allowance</p> <p>Section 148 Update allowance to formally include Albany Security unit as has been paid since its inception.</p>	Agree	<p>This claim came about as HO were looking to stop paying the Albany Security Unit this allowance.</p> <p>This is a common sense approach</p> <p>No Cost to the Department</p>	Achieved
115, 116	<p>Working together Section 149 (New)</p> <p>Section 149.1 (New)</p>	No Response	This claim has no cost and just requires a responsible and mature management.	Not Met

	The Employer aims to have effective communication so that discussions on matters relating to employment can be initiated by WAPOU with the appropriate manager and by the Department with the nominated WAPOU representative.		No Cost to the Department															
118	<p>Membership of Work Health Safety Committees (Work Site and Head Office)</p> <p>153.1 Each worksite is responsible for the development and operation of Work Health and Safety committees at each site in consultation with workers.</p> <p>153.2</p> <table border="1"> <thead> <tr> <th>Management Representatives</th> <th>Union Representatives</th> </tr> </thead> <tbody> <tr> <td>Assistant Director Health and Safety</td> <td>Secretary</td> </tr> <tr> <td>WHS Manager Operations</td> <td>Assistant Secretary</td> </tr> <tr> <td>Representative of the Commissioner</td> <td>WAPOU Health and Safety Officer</td> </tr> <tr> <td>ACCO Women's Estate</td> <td>Executive member</td> </tr> <tr> <td>ACCO Men's Estate</td> <td>Prison Officer WHS Rep</td> </tr> <tr> <td></td> <td>VSO Work Health Safety rep</td> </tr> </tbody> </table> <p>Membership of the Head Office and WAPOU Work Health Safety Committee will consist of</p> <p>153.3</p>	Management Representatives	Union Representatives	Assistant Director Health and Safety	Secretary	WHS Manager Operations	Assistant Secretary	Representative of the Commissioner	WAPOU Health and Safety Officer	ACCO Women's Estate	Executive member	ACCO Men's Estate	Prison Officer WHS Rep		VSO Work Health Safety rep	No Response	<p>This claim was designed to assist the department in dealing with WHS issues.</p> <p>It would be a progressive step forward rather than doing the very least the law requires.</p> <p>No Cost to the Department</p>	Not Met
Management Representatives	Union Representatives																	
Assistant Director Health and Safety	Secretary																	
WHS Manager Operations	Assistant Secretary																	
Representative of the Commissioner	WAPOU Health and Safety Officer																	
ACCO Women's Estate	Executive member																	
ACCO Men's Estate	Prison Officer WHS Rep																	
	VSO Work Health Safety rep																	

	<p>Each Work Health Safety Committee will meet monthly. Each site WHS committee must report to to the head office WAPOU WHS committee each month giving statistics on general safety issues being identified and managed on site.</p> <p>153.4 Each WHS Committee will also provide statistics on serious incidents such as Staff assaults, Prisoner on prisoner assaults (including sexual) threatening behaviour, death in Custody, prisoner fighting, Fire, Roof top incident, Inciting others, weapon found, cell damage, chemical agent, physical control and restraint, suicide/self-harm threat, suicide/self harm attempt, self harm (actual) Death in custody.</p> <p>153.5 Head Office and WAPOU Work Health Safety Committee will meet monthly to analyse the statistic, monitor trends and develop control strategies.</p>			
<p>117, 119, 120, 121, 122, 123</p>	<p>Introduction of change</p> <p>Section 154.1 Remove has made a decision Add is considering a proposal</p> <p>Section 154.3 (Delete) The Employer shall discuss with the Officers affected and the Union the effects the changes are likely to have on Officers; measures to avert or mitigate the adverse effects of such changes on Officers; and shall</p>	<p>No response</p>	<p>This has no cost and only requires a mature and responsible management style.</p> <p>It would require the employer to discuss issues before decisions are made rather than after.</p> <p>This claim would set a clear guide on how this consultation would happen and help to address the many failures this department has in this area.</p>	

<p>give prompt consideration to matters raised by the Officers and/or the Union in relation to the changes.</p> <p>Section 154.3 (New) The Employer will notify the Secretary of WAPOU (at wapou@wapou.asn.au) and will provide WAPOU and staff with a meaningful opportunity to be involved in considering those proposals. In doing so, the Employer will:</p> <ul style="list-style-type: none">a) ensure that effective consultation occurs; andb) provide WAPOU with all relevant information to enable constructive consideration of what is being proposed and the reasons for the proposal; andc) allow a reasonable timeframe for WAPOU and staff to respond; andd) keep an open mind and listen to any suggestions; ande) make a genuine effort to accommodate WAPOU views <p>Section 158.2 (c) (New) (c) The Employer recognizes WAPOU as the representative of employees who are covered by this Agreement including representation for the purposes of the Western Australian Industrial Relations and Work Health Safety Acts</p> <p>Section 158.2 (d) (New) (d) The Employer recognises that in respect of any particular issue or matter WAPOU will determine who its</p>		<p>No Cost to the Department</p>	
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	representative/s will be and notify the employer. The employer will communicate with that representative or representatives			
124	<p>Schedule A Annualised Salaries</p> <p>Annual Salaries require an immediate increase of 7% followed by another increase of 5%. This is to address the loss of income our members have experienced during the govts public sector wage offer period.</p>	As per Wage offer 3 years 5%, 4% & 3%	<p>This offer is less than has been offered to other public sector workers that are not working in a crisis.</p> <p>This offer fails to address the basic fundamentals of why this prison service is in crisis and is basically a death sentence for the WA prison service.</p>	Not Met
125	Address the relativity issues between Youth Custody Officers and Prison officers by applying the same salary increases that were applied to Youth Custody staff to address their staffing issues.	No Response	<p>The department successfully addressed the issues of staff retention, staff shortages and high workers compensation in the Youth Custody area by reclassifying their agreement.</p> <p>Failure to do this with prisons is planning to recreate the situation at Banksia hill and we are already experiencing this at Hakea, WKRP, Melaleuca and Bandyup prisons, with several others on the brink already.</p>	Not Met
126	Ordinary hours of work change from an average 40 hours to 36 hours per week without loss of pay to come in line with other public sector organisations.	No response	This claim was a further way to help bridge the gap between a prison officers salary and a basic public sector salary.	Not Met
127	Schedule E - District Allowance (Government Wages Employees) General Agreement 2010 or its replacement	No Response	This claim was designed for the department to be open and transparent with employees.	Not met

	Add copy of the District Allowance (Government Wages Employees) General Agreement 2010 or its replacement			
128	<p>Definition Job Share</p> <p>Add Job Share is where two employees share the responsibility for the full duties, tasks and roster line of one position.</p>	No Response	The claim put forward by WAPOU uses the words from the departments own Job Share Policy which they were not following	Not Met
129, 130	<p>Job Share</p> <p>Section 13.1 (new) Add The Department promotes the use of flexible work arrangements to support the needs of its employees. The Department recognises that flexible work arrangements can play a key role in increasing staff retention, reducing absenteeism and raising staff morale as well as be an essential strategy in attracting new staff.</p> <p>Section 13.2 (New) Add Job share is to assist officers who seek to reduce their work hours and enter into a job share arrangement in order to meet personal commitments including family responsibilities or for employees looking at phased retirement. Managers are encouraged to be flexible and try to accommodate requests from current employees who wish to decrease their hours in order to retain valued and experienced employees.</p>	Amend job share provisions to prevent an officer in a job share arrangement from working the same hours of duty as the officer they are job sharing with.	The claim put forward by WAPOU uses the words from the departments own Job Share Policy which they were not following	Partial

