



TASMANIA

Tasmanian Industrial Commission

Industrial Relations Act 1984

T No. **9640 of 2001**

IN THE MATTER OF an application by
Police Association of Tasmania to vary
the Police Award

COMMISSIONER ABEY

HOBART, 29 June 2001

TRANSCRIPT OF PROCEEDINGS

Unedited

(WOULD PARTIES PLEASE READ THIS TRANSCRIPT CAREFULLY)
(ANY QUERIES SHOULD BE DIRECTED TO THE COMMISSION WITHIN 14 DAYS)

HEARING COMMENCED 9.35am

COMMISSIONER: I'll take appearances, please.

MR M. KADZIOLKA: MARK KADZIOLKA, appearing for The Police Association and with me is the association assistant secretary,
5 **ANGELA BRADFORD.**

COMMISSIONER: Thank you, Mr Kadziolka.

MS S. PAVIER: My names is SHARON PAVIER. I appear on behalf of the Commissioner of Police and with me is **MR FRANK OGLE.**

10 COMMISSIONER: Thank you, Ms Pavier. Who do I look to in this matter? You, Mr Kadziolka?

MR KADZIOLKA: Yes, thank you, Mr Commissioner. Mr Commissioner, thank you for setting a date in anticipation of receiving the application and your patience waiting for it to materialise. Thank you very much, the parties appreciate that.

15 The last significant award matter that Mr Ogle and I attended took 50 hearing days, sir, and that's excluding inspections and the drafting conference. This will be, if nothing else, shorter than that.

COMMISSIONER: You can count on that, Mr Kadziolka.

20 MR KADZIOLKA: I guarantee, that's the way we like it too. Since that special case application in 1993 the parties have developed three enterprise agreements which have continued in one form or another since that time. The intention of this application is to amalgamate the existing award and the three enterprise agreements which prescribe conditions into one document to basically enhance the management of
25 this significant enterprise, that is, Tasmania Police.

In addition, the award reflects the most recent round of workplace bargaining, the new salaries and conditions associated with that. I'll briefly summarise those changes in relation to the recent round - I'll do that in a minute. Following that, I'll go through the whole award in
30 detail, basically highlighting all the changes. Then, I will address the non-award areas of the agreement briefly, that is, the most recent workplace bargain briefly and, finally, I will address the public interest and Wage Fixing Principles in relation to this application.

To assist in understanding the offer, I'll present two exhibits which
35 outline what was agreed to between the parties and by the members who incidentally voted on this matter and overwhelmingly endorsed it. Firstly, I'll hand up as an exhibit a letter to all members from the commissioner relating to this matter with two attachments, the first being the final offer dated 4 April 2001 and the second attachment
40 being his view regarding the matters as relayed to the members.

COMMISSIONER: **EXHIBIT A.1.**

MR KADZIOLKA: Thank you, commissioner. The second document is further detail relating to the offer. It actually goes to the specific conditions and the changes.

45 COMMISSIONER: **EXHIBIT A.2.**

MR KADZIOLKA: I'll briefly summarise the changes in relation to the most recent round of workplace bargaining. Later, I will refer to the exhibits but only briefly because I'll be going through the whole award in detail.

50 The summary of the most recent workplace bargaining is basically that there have been salary increases between 12 and 13 per cent on base for different classifications. Also, there's an introduction of a new specialist allowance, changes to hard to fill, isolated conditions and transfer provisions.

55 There's been an increase to the one person station allowance, an introduction of a two-person station allowance. There is a provision for a roster review to be established and the ability for workplace variations to rostering by agreement. There's introduction of an operational competency allowance, an increase in shift and penalty
60 allowance for 24-hour rotational shift workers and there's an introduction of a requirement to work a specified number of hours for the shift and penalty allowance. There's paid maternity leave, there's the ability to salary sacrifice of superannuation and there is also the ability for superintendents to go on fixed term employment
65 agreements.

That's the summary, sir. I'd like to now go to the detail of the award and I will basically run through the clauses in order. In relation to Scope, as part of the latest round the assistant commissioners and deputy commissioners have been removed from the award and the
70 ability to enter into fixed term agreements has been provided for superintendents. The clause is amended accordingly, clause 3 - Arrangement. This has been varied, obviously, consequentially to take into account changes in the body of the award. It does not really require any further explanation.

75 Date of Operation - this is self-explanatory and I'll basically detail the different dates as I go through the specific clauses and changes. The Supersession and Savings, sir, is just updated. Parties and Persons Bound - as with the scope, persons on fixed term agreements are excluded. Seven definitions - I'll just run through the changes. The
80 award - it just specifies the Police Award -

COMMISSIONER: While you're on that, Mr Kadziolka. The award means the Tasmania Police Industrial Award. If I look at the title of

this, it's known as the Police Award. Wouldn't they need to be consistent?

85 MR KADZIOLKA: Yes, they would, sir, and it might be more appropriate just to say, the award means the Police Award. Thank you.

COMMISSIONER: Okay. We'll make that change.

MR KADZIOLKA: The definition of 'Classification' has changed - "Force" has been replaced with "Service", and that occurs throughout
90 the document, Mr Commissioner.

COMMISSIONER: Thank you.

MR KADZIOLKA: 'Day' - the times are specified there for a day. Now, from one minute past midnight to midnight. The common definition I expect would be midnight to midnight. I'm just wondering whether
95 that needs to be altered on that basis.

COMMISSIONER: It's clear to me.

MR KADZIOLKA: If it's clear to you, okay, we'll leave it at that, sir. Thank you.

'Normal salary' - that's been amended to include Front Line
100 Competency Allowance which I will explain later.

'Shift Worker' - that very simple definition has been included.

'Tasmania Police Service' - that amendment is in line with what I indicated earlier. Force, has been taken out. The Police Service is always referred to as that. The legislation hasn't caught up yet but it
105 will shortly.

In relation to clause 8 - Salaries, you have the table of new rates. The increases are from the first full pay period from the date specified at the top of each column and they are 3 per cent from 1 February 2001, which is retrospective; 2.5 per cent from 1 December 2001; 2 per cent
110 from 1 September 2002; 2.5 per cent from 1 July 2003 and column E, 2 per cent from 1 January 2004.

Sir, I seek to make an amendment to the application and this draft award and I apologise that I haven't got a replacement page for you. In relation to the superintendent salaries, I'd like to make an amendment
115 to that and I'll just explain why and we will provide a replacement page at a later date for the variations as they occur. Part of the agreement was that superintendents would lose rec leave allowance and basically their base rates would be changed to compensate for that and we're looking at an increase of .86 of a per cent. That would be added to the
120 old figure and the 3 per cent in column A is compounded to have a

new rate and I'll just go through from column A to column E. The new rate in column A would be \$72,283.

MS PAVIER: That's 82. Sorry, commissioner, we agreed to round up or round down, so that's 82.

125 MR KADZIOLKA: This might throw everything out. How about if I run through the figures and if yours are at variance we'll deal with them then. The second column is \$74,090.

MS PAVIER: 89.

130 MR KADZIOLKA: I beg your pardon, I'm sorry about this. We'll go with 89. The next one is \$76,312.

The next one is \$78,220 and the next one is \$79,784. It's good to get these things right.

COMMISSIONER: Absolutely.

135 MR KADZIOLKA: That's the detail of the salary increases as a result of the most recent workplace bargaining process. In relation to the next clause, 8.2 - Calculation and Payment of Salaries - 8.2.7 short paid specified as salary and allowances, which I believe covers the field in relation to payments. At the end the word 'prescribed', has been changed to 'required'. The fact is, sir, that the time frame is specified
140 for pay returns from areas so it makes no material difference.

8.3 - Accelerated Salary on Appointment. The title has changed. It better reflects, we believe the content.

145 8.4 - Performance Assessment - 8.4.1 has been reworded. There's no change to the intent that performance assessments occur annually and a review of competency-based salary increments occurs 12 months following gaining accelerated advancement and once that competency is confirmed, that additional level is maintained. There is no change or intent to the application basically regarding this clause.

150 8.5 - Annual Salary Increment and Competencies - there has been a change in the title. It's been reworded slightly. There's no change to the intent and/or application apart from the following changes. A one member station has changed to include periods of relieving and secondment to qualify for this competency. There is a new (xii) -
155 Firearms and Operational Competency Instructor competency; (xiii) there's a new crime management unit member competency and at (xiv) there's a new radio dispatch competency.

Those above additions are in accordance with the controlling authority's current ability to add to the list in accordance with (xviii) basically other qualifications. In relation to competency (xv) the correct

160 qualification title has been put in - Bachelor of Social Science (Police
Studies).

In relation to the next area 8.5.2 - Sergeant. Sergeants now start on
level 1 and progress to the top subject to performance assessment as
with all ranks and where a constable relieves at sergeant they are paid
165 at level 1. This is a departure from the current provision 8.9.3 which
provides for accelerated advancement for some positions on
appointment to the rank and also that leads also to higher duties
allowance at those levels as well. This clause was departed from in the
1999 enterprise agreement on the basis that there were perceived
170 anomalies in relation to how the sergeants' positions were classified
and it was thought it would be better if they all started at level 1
because of that anomaly and it was also part of negotiations regarding
the overall package at the time.

Moving on to 8.6 - Salary Retention. There's a slight change to the
175 wording. There's no change to intent or application.

8.7 - Classification Standards. The major change to this clause is that
the assistant commissioner and deputy commissioner ranks have been
taken out. The only other change is in wording whereby the skills and
attributes required at each level in the current award have largely been
180 rolled into the tasks which a member may be required to undertake.
That, in our view, Mr Commissioner, better reflects the purpose of
these classification standards.

In relation to 9.2 - In Charge Allowance. The wording has changed but
not the intent or the application of this clause. There is one area of
185 clarification where a member receives a designated one person station
allowance. That member is not entitled to the officer in charge
allowance.

In relation to One and Two Person Station clause, the next area, the
new clause in the award results from the latest round of workplace
190 bargaining. It reflects partly the current one person station allowance
with the following changes: the allowance for one person station
increases from 32.5 to 35 per cent of normal salary. The allowance will
incorporate two person stations where designated. The date of
operation for one person stations is the first full pay on or after 1 July
195 2001, for designated two person stations it's a year later, 1 July 2002.

COMMISSIONER: Just for my own education, what happens in the
interim period?

MR KADZIOLKA: Part of this clause has a review process which the
association and the commissioner and the police service will undertake
200 in relation to this whole issue. From now until the two person station
allowance kicks in, basically we'll be looking at the two person stations
and making an assessment of whether they can be clustered, whether
they should be designated and the conditions surrounding that. That's

205 partly the reason there's the delay in it but the intent is certainly there.

Changes that members appointed and are working in these stations will be paid a minimum of level 6 constable with subsequent increments for the duration of their stay at the station.

210 The obligations on these members and conditions relating to appointment are specified and I'll just briefly run through them - they reside within a geographical boundary; they reside in a departmental residence unless agreed; the member has responsibility for all activity within their command area; member accepts the nature of the position requires flexibility in being available to attend incidents and the hours
215 of duty are subject to change; rostering provisions in the award do not apply to these people although they will be able to organise coverage, work patterns, leisure time, et cetera within the cluster of the stations they work in; they're rostered off an average of two days per seven, excluding ADOs and alternative arrangements be put in place to
220 minimise disturbances during those days off.

Obviously, these members are not required to work continuously. There's a balance, sir, which needs to be reasonable between work and time off. The requirement to work is matched against the ability to
225 organise work within the cluster and take RDOs and ADOs off at a reasonable time. Therefore, sir, it does not mean that these people do not get days off or time off, they do. With RDOs and ADOs they are actually able to leave the area. Conversely, if they are on site during those times and something significant happens, they may be required to deal with it. Coverage time off and work patterns, as I've indicated,
230 will be organised within the cluster of stations.

COMMISSIONER: Bearing in mind this is my first exposure to this award so I may ask some fairly obvious questions - I understand the position on the days off that have been preordained and organised but
235 on a normal working day, can you give me a thumbnail sketch of how that works in a one person station?

MR KADZIOLKA: Yes. They're rostered on, basically, and they may have office hours to attend to matters. They're virtually required to attend to any matters arising in their area including patrol. If after
240 office hours they're available to return to work when required they basically attend to matters in their area during the days they're on. There is obviously a duty of care by the employer to make sure that whatever happens is not excessive and my view is that that would be handled in the cluster of stations and I'm alluding there to a situation, if someone can't work continuously for days on end, obviously even if
245 it's a remarkable situation and it's in their area they would have to be relieved at some time to rest.

COMMISSIONER: Thank you.

MR KADZIOLKA: As I indicated earlier, the full working of this provision is dependent on an association Commissioner of Police review to be undertaken by 1 June 2002, prior to the implementation of the allowance and it will evaluate and determine issues relating to adequate relief when members are on leave, appropriate clustering, work levels, disturbance and hours compared to conditions package that they'll be attracting.

MS PAVIER: Sorry to interrupt at this time, commissioner, if you don't mind - I would like to make some comment in relation to a few areas of clarification if I could and if this is a good time for you for me to do that, whilst we're on this area.

COMMISSIONER: Certainly, Ms Pavier.

MS PAVIER: Thank you, Mr Commissioner.

I'm just wishing to clarify - you asked a question in relation to what will happen between now and 1 July 2002 before the two person station allowance is implemented. During that time members attached to any two person station whether they be delegated now or not will continue to receive any overtime payments, shift and penalty, in those sorts of areas.

The other question you asked by friend was in relation to the differing roles and responsibilities and a typical business day within a one person and soon to be two person subject to the review. My friend was completely correct in what he told you and just going further than that, members within a one person station now have the ability to roster themselves on at any time, which meets their own business needs within their community so they can roster themselves on to, for example, an afternoon shift or a night shift on the weekend if they have a function. And we see the two person stations coming into that mould of being the typical community police officer within a small community and the clustering we envisage will entail a group of police officers within a reasonably close geographical area and we're hoping that what will result from it is that members will be able to take the telephones of those police officers during non typical business hours after afternoon shift and night shift.

COMMISSIONER: I see.

MS PAVIER: This will, in our view, almost guarantee them the ability to at least get a full night's sleep without any interruptions subject to anything major happening within that geographical area. They may be required to attend at an incident that can't wait until the next day and that will take place with this review over the next 12 months. Thank you.

COMMISSIONER: Thank you, Ms Pavier. Yes, Mr Kadziolka?

290 MR KADZIOLKA: Thank you, sir, that was useful. 9.4 - Specialist Allowance. That has been amended to clarify the fact that it includes the probationary period of 12 months designation as a detective.

295 9.5 - Specialist Squad Allowance. This, sir, is a new allowance. It's date of operation is 1 July 2001. It's for constables and sergeants and inspectors who undertake a secondary role. It recognises the skills and responsibilities required in addition to the members' primary role. The squads are, the Special Operations Group, the Negotiators, Bomb Disposal and Search and Rescue including police divers. The allowance ranges between 1 and 4 per cent and the criteria are specified.

300 The allowance, sir, is only payable once, that is, if you are in more than one squad, you only get it once. The controlling authority has made it clear to us that they really want people only to be in one additional squad. When you're paid the allowance, you're required to maintain fitness, operational readiness, that is separate to being paid standby availability. That can also be attracted. You have to maintain competency and training levels and attendance at training. In relation to the training levels, basically, this allowance doesn't envisage any higher requirement regarding training. The status quo is maintained.

310 There's a catch-all provision relating to it. The controlling authority at its discretion can extend the criteria for payment of this allowance. This allowance, sir, is also payable in addition to achieving a competency-based salary increment that's available.

315 The next area is Seagoing Allowance. There is just a slight wording change to that.

The next area is Front Line Competency Allowance. Now, that, sir, is also a new allowance resulting from the last round of workplace bargaining. The date of operation is the first full pay period after 1 September 2002. It's for constables and sergeants and it's basically an allowance to reward and encourage members to be operationally competent and to remain so and be prepared to be operational.

To attract the allowance they need to be validated in OC spray, baton, firearm, ballistics vests, handcuffs and also be able to perform operational duties.

325 Now, the opportunity will be provided for members to be trained and assessed before the date of operation of this allowance. Those who need assistance to reach the required standard will be assisted by the department. The provision takes into account long term illness and incapacity and the member will not lose the allowance unless they are no longer validated.

330 Validation also may be withdrawn or it may expire or the member may not be capable of performing in the front line capacity and the

allowance can be suspended. Again, strategies and assistance will be provided for the member to satisfy the requirements of this allowance if that occurs.

COMMISSIONER: When the competency is achieved, and you use the term, validation. Is that a periodic validation?

MR KADZIOLKA: There's a process whereby people are trained in these areas and their competencies is validated to undertake, say, the use of OC spray, baton and, yes, it is done periodically.

MS PAVIER: Just for a point of clarification. The firearms validation is an every 12 month validation. All others only need to be revalidated if the equipment changes.

MR KADZIOLKA: 9.8 - Skipper's Allowance. This allowance recognises the qualifications, skill and considerable responsibility of being in charge of these vessels which are over 15 metres in length. It recognises that the payment for this type of work for a constable equates to a sergeant's rate of pay. This allowance is also paid when other qualified members relieve the skipper. It has been paid for a considerable time now and the variation sought formalises what in effect exists now.

9.9 - Recreation Leave Allowance. This clause in effect is a far simplified version of what currently exists and is applicable only to day workers. Shift workers pay - that is their base and shift and penalty loading does not vary as they are paid in equal fortnightly instalments, which I will explain later when I get to the shift and penalty allowance clause.

10 - Hard to Fill Isolated Positions. This is also part of the most recent workplace bargaining process. As you are probably aware, commissioner, the Commissioner of Police virtually has the ability to transfer members wherever he likes, whenever he likes, but often forced transfers become unsatisfactory for both parties, obviously it's better to have people moved by their own volition and encourage them.

This provision in effect addresses that situation to a degree. It formalises the ability to negotiate a package which is more attractive than the basic conditions available through the award and regulations. It provides an often needed incentive to attract members to hard to fill stations. The positions will be advertised as such and will also be that the conditions are negotiable.

There's one fairly significant innovation in relation to these. The positions will be open to constables and sergeants. Issues for negotiations are listed but they're not restricted to those items. An enforceable agreement will be established and both parties will be obliged to comply. Members currently in these areas will be able to also negotiate a package.

One additional matter is the availability of a property purchase allowance now in addition to displacement allowance on retirement from these positions and return to the former locality.

COMMISSIONER: This is a new arrangement, is it?

380 MR KADZIOLKA: It happens in a limited and informal way now, on a district basis. What this does is beef it up considerably, it gives more scope for it to occur and formalises it to the extent where we would say it's enforceable, basically.

385 We, as an association, regard this as a terrific step on the grounds that it's one of the major aggravations for members and it doesn't happen often - I must keep it in full proportion, where members are compulsorily transferred, it does create all sorts of problems and this will alleviate that.

390 COMMISSIONER: Yes, I must say my initial reaction to this sort of concept is one hundred per cent positive. I think it recognises the realities of the world and the market place and if you can replace voluntary transfers on this basis with compulsory transfers then that's got to be positive. So I think it's very innovative.

MR KADZIOLKA: Thank you, commissioner.

395 COMMISSIONER: I could think of other areas of the public sector where it could also have application I suspect.

400 MR KADZIOLKA: Yes, I've got to say, I mean I've already had a call from another public sector union basically saying, your members - things are looking good in relation to isolated areas for your members. We'd like the same. What's the detail. Yes, so I think it has wider application - or could have wider application.

405 In relation to Expense Allowances, I'd make a general submission regarding these allowances to start with. They have been increased by 5.3 per cent being the weighted average of the eight capital cities for the March quarter - 1997 to the March quarter 2000. Now there's been a gap. Part of the reason was for that gap is in keeping those allowances up to date is that the percentage increases were low for a period and then there was a problem with jurisdiction in the commission. So they've been basically brought up to date. It's been
410 done in accordance with the formula established in T833 of 1987 which I understand has prevailed from that time.

415 The parties are not making application at this point in time to vary the March quarter 2000 to the March quarter 2001 on the basis that we understand through government that it may be dealt with by the commission in relation to establishing how the new tax system affects that issue.

Now we will make application at some time. What I'm saying, sir, is that we may delay it for that purpose.

420 In relation to the specific provisions, 11.1 - Camping and Sea
Victualling Allowance. The new clause that you see is part of the most
recent agreement. There's only been a relatively minor change. It's
been clarified by changing the method of payment from per day to
425 being calculated every 24-hour period. Now where the period -
overnight camping and sea victualling period - is less than 24 hours,
there is a minimum payment as specified based on a 20-hour period.

Incidental Expenses on Training Courses - this is similar. It's part of
the most recent bargaining process and the method of calculation has
also changed from per day to per overnight stay. This basically clarifies
the application of the allowance.

430 We've endeavoured, sir, as we've gone through this, to tidy up areas
that have raised questions - and those two obviously there's been
different views of how they should be applied, but as a general
principle we've basically tried to tidy up as much as we can.

435 Clause 11.3 - Rental Expenses. 11.3.1 - Lady Barron has been added
to the list for this entitlement.

11.3.2 has been amended to add the reference to clause number 11.5 -
that's just for clarification.

11.4 - Isolated Expense Allowance. That's basically the same except for
the addition of Lady Barron.

440 11.5 - Single Accommodation. That's been amended to correct
references from the current award.

445 11.6 - Meal Allowance. This clause is amended to reflect the addition
of separate meal provisions for commissioned officers which have been
part of the latest workplace bargaining and to reflect changes
instituted in past enterprise agreements.

Now I will just run through those. The changes regarding
commissioned officers are contained at 11.6.1, 11.6.2 and 11.6.5 and I
think those amendments are self-evident.

450 In relation to the enterprise agreement provisions, the old enterprise
agreement change provided for a lesser rate of \$7.80 for additional
authorised duty in excess of two hours except when its during a full
dinner period. These changes are provided for at 11.6.3 and 11.6.4.

455 11.7 - Motor Vehicle Expense Allowance - have been increased in
accordance with the award provision which provides them to be varied
in relation to the General Conditions of Employment Award.

11.8 - Out-Of-Pocket Expense Allowance. The first red amendment in fact is the current wording, that is, 'detective or', is in. Otherwise there is no change to intent of the provision.

460 11.9 - Overnight Expense Allowance. That's the same apart from a slight wording change.

11.10 - Plain Clothes - that's the same except the rates.

11.11 - Relieving Expense - the same except for the rates.

465 11.12 - National Common Police Services. This is an amalgam of current entitlements. The current 12.4.7 is the new 11.12.6. The current 21.4 is the new 11.12.4. The current 12.4.4 to 12.4.7 is the new 11.12.1 to 11.12.3. The new 11.12.4 is in red but has not changed from the old 21.4.

470 With this process - I apologise for that - with this process we've been in some circumstances we've changed wording then changed it back to the original so that's why some of these things have occurred.

11.12.5 - is new. It formalises what exists currently as a minimum set of conditions for seconded members to those services.

475 11.12.6 - the qualification period has been reduced for those attending interstate development programs to seven week courses as opposed to the existing three months which is a reasonable change obviously.

Clause 12 - Transfer Expenses. Now the date of operation for this is 1 July this year. This is part of the latest agreement and has been rewritten basically to eliminate grey areas and to improve some of the conditions. It's a rewrite so I'll just go through the major changes.

480 Property Sale Allowance and Property Purchase Allowance - members who transfer to a locality where accommodation is provided may now claim the property sale allowance.

The property sale and purchase allowances have increased. The new rates reflect ministerial determinations for the state service.

485 A claim may be made for property purchase allowance by a member who resided in departmental accommodation at their old location.

A member whose spouse is also a member, as a couple they can only make one claim in respect of the allowance. That's a clarification.

490 The date of transfer is now prescribed. This in the past has been a grey area and it's now specified that these allowances do not apply to graduate recruits which was also a grey area.

In relation to the Displacement Allowance, that's been reworded but no real change.

495 Depreciation Allowance - it's not only paid on transfers but it's also
paid where there is a requirement by the department to change
residence. The maximum allowance has also increased from \$560 to
\$715.

500 Removal Expenses - graduate recruits can now claim removal
expenses, motor vehicle usage allowance and meal and
accommodation expenses on transfers.

Removal expenses have been prescribed as maximum amounts.

505 Now the association has some concerns regarding this but the general
provisions where the commissioner has the ability to exceed limits
provides some protection for our members where the costs may be
greater.

Travelling time has been included as part of the provision. This was a
grey and there's now up to three days' pay when you're required to
transfer. You obviously need time to travel to pack, unpack, settle in,
et cetera.

510 Motor Vehicle Usage Allowance - there's the ability now for members to
have expenses relating to a maximum of two motor vehicles upon
transfer or initial appointment.

Meal and Accommodation Expenses - they can now be claimed by
graduate recruits.

515 Education Assistance Allowance - this is actually a new provision
payable for members who transfer and who have dependant child or
children residing with them who attend school. The allowance is up to
\$500 per child and paid for reimbursement of actual costs when
transferring from one school to another. This is a very positive
520 provision.

COMMISSIONER: Yes, I understand that.

MR KADZIOLKA: As I indicated earlier, a general provision which
basically allows the commissioner to approve claims to exceed
allowances in exceptional circumstances for all transfer expenses.

525 The next area, sir, is Flexibility in Service - clause 13. That title has
changed and 13.2 has been added which is a provision of a past
enterprise agreement. It reflects the various levels of shift and penalty
allowance which are available and what occurs on secondment or
temporary transfer in relation to payment of these allowances.

530 14.1 - Hours of Duty. This actually remains unchanged although there
is red print in 14.1.2(c).

14.2 - Rostered Meal Breaks. The title has changed.

14.2.1 - the wording has altered and not the intent.

535 14.2.2 - is new and it indicates the proximity of when the break should be taken which is about the middle of a shift.

14.3 - Availability and Standby. This new clause is part of the most recent bargaining process which I'll speak to now.

540 The new re-worded provision defines availability and stand-by. The only difference in application is in stand-by where the member may remain at home or at an agreed location.

This could be convenient obviously for both parties if it's an agreed location, but failing agreement home is basically the fall-back position.

545 The new rates are applicable for this clause from 1 July 2002 and there is in addition a new allowance paid for members who incur an expense in returning to work or use their own vehicles for such purpose and that allowance is \$5 which will be applicable from 1 July 2002.

550 Clause 15 - Overtime. This clause remains the same except for 15.1.8(b) where a member in receipt of a designated two person station allowance is excluded from payment except in accordance with the specified criteria.

555 15.1.8(e) - there's been a change to the title. Superintendent, Recruitment and Training has been replaced by Superintendent, Human Resources which was as a result of basically a restructure some time ago.

15.2 - Rest Period After Overtime. This is the same amendment as in 15.2.3 regarding designated two person stations being added to the exclusion for that allowance.

15.3 - Call Back.

560 15.3.1 - remains the same although it's marked red - except obviously for the clause reference. Otherwise 'recall' has been changed to 'call back' which is only a cosmetic change.

565 Clause 16 - Leave. This clause contains the same type of leave as the current award except the reference to long service leave has been deleted as it's obviously covered by a specific Act and it was just felt on this occasion the signpost clause wasn't necessary.

There has been a fair amount of work invested into rewriting these entitlements and I'll endeavour to explain the changes.

570 16.1 - Definitions. The definitions applicable throughout have been compiled at the beginning. As I understand they have been reworded and nothing is new in relation to effect.

16.2 - Bereavement Leave is the same with only a slight change in terminology.

575 16.3 - Carer's Leave. Paragraph (c) in 16.3.1 is new. Basically it provides for the situation where dependant children who are not sick can be cared for by a member where the primary care giver to them is unavailable due to unforeseen circumstances and no other suitable care is available. This, in my view, is an enlightened clause and it's in accordance with part of the current round which basically agrees to develop family-friendly benefits.
580

I commend the employer on that one.

16.4 - Defence Leave. It now specifies a calendar year and remains the same.

585 16.5 - Parental Leave. 16.6 - Maternity. 16.7 - Paternity. 16.8 - Adoption Leave. I'd like to deal with these together. The wording has changed more substantially in the maternity leave clause but the only change to substance is the establishment of paid maternity leave which is available retrospectively to 1 February 2001. The rate of pay is, as for sick leave on full pay. Now this is part of the most recent workplace bargain.
590

In relation to 16.7 - Paternity Leave - there is only minor variation to terms such as 'Force' and 'employer'.

16.8 - Adoption Leave - that's virtually unchanged.

16.9 - Recreation Leave - that's unchanged except for the word 'Force'.

595 16.10 - Special Leave - that's unchanged except that it specifies 'calendar' year.

In relation to 16.11 - Leave for Bass Strait Island Positions. Year is specified by the changed words as, a period commencing from taking up the position. It basically just clarifies the situation and the word 'members' in that area should be obviously apostrophe 's'.
600

605 MS PAVIER: Excuse me, Mr Commissioner, if I could just make a point of clarification. Within the parental leave provisions it should be noted that there has been change where a member can return to a former position after a period of part-time work as a result of parental leave, is out of the part-time provisions and is now under that - sorry, out of the general leave provisions and under that parental leave provisions. Thank you.

COMMISSIONER: Thank you, Ms Pavier.

610 MR KADZIOLKA: Thank you, commissioner, and thank you. That clause was as I said, that work was invested by Sharon Pavier and

Angela Bradford in relation to those and I think obviously an excellent job has been done with that.

COMMISSIONER: Yes, certainly.

615 MR KADZIOLKA: 17 - Part-time Service. The current award has two areas of part-time work, one relating to part-time work in relation to parental leave as indicated by Ms Pavier were taken - I beg your pardon - one relating to part-time work either while pregnant or taken up directly after a period of parental leave.

620 This actual clause 17 relates to part-time work for all members. There is no provision for return to the member's former position on recommencing full-time work. The changes have brought all part-time provisions in under the one part. The return to former position provision as indicated has been included in parental leave as it only relates to that area.

625 The remainder of conditions have been included in the part-time service. There has been some rewording. There are some new parts to that provision as part of the workplace bargaining which I will speak to now.

630 In relation to pro rata entitlements, in 17.12, increments for years of service have changed to annual and not on a pro rata basis according to the number of hours worked. So every year an increment is available.

In 17.13 expense related allowances are excluded on the basis that it's obvious if you travel you should get the full allowance, for example.

635 COMMISSIONER: Yes.

MR KADZIOLKA: There is one other change in relation to this area and I'd actually ask the commission to amend our application. It's in relation to 17.5.1. It deals with overtime for part-time workers.

MS PAVIER: 17.15.

640 MR KADZIOLKA: I beg your pardon - 17.15.1. This was the cause of constant frustration for Ms Pavier when we were talking about these things on the telephone and I constantly used to get these references wrong. 17.15.1 - the use of part-time members outside their agreed hours shall be minimal and only occur in exceptional circumstances or
645 where agreed by the member. A part-time member shall be paid overtime for all time worked - and this is where the variation is - in excess of his or her normal shift which is of at least eight hours' duration.

COMMISSIONER: Can you just go through that again please.

650 MR KADZIOLKA: Yes, I'll go through that again.

A part-time member shall be paid overtime for all time worked - 'on' is deleted and replaced with in excess of his or her normal rostered shift which is of at least 'an' is deleted and eight hours' duration. That will read: which is of at least eight hours' duration.

655 COMMISSIONER: Thank you.

MR KADZIOLKA: And there is an additional sentence to follow which reads: except for circumstances where the part-time work agreement specifies 10-hour shifts as ordinary hours.

COMMISSIONER: Can you just try that one again.

660 MR KADZIOLKA: Except for circumstances where the part-time work agreement specifies 10-hour shifts as ordinary hours.

COMMISSIONER: Thank you.

665 MR KADZIOLKA: Thank you, commissioner. The intent is to cover overtime as all time worked basically in excess of an 8-hour shift apart from that exclusion including work on rostered days off which would be obviously classified as overtime.

670 17.16 - Shift and Penalty Loading. This is for part-time members. In relation to the most recent workplace bargaining, it's been specified that members will have to work a minimum number of hours which I will explain fully later. That now applies also to part-time members on a pro rata basis.

675 MS PAVIER: Can I just make a point of clarification please, Mr Commissioner. In relation to the part-time service, I'd like it on the record that the controlling authority now understands with the leave and part-time provisions this is meant as a family-friendly initiative and also recognise that subject to the exigencies of the department and its business requirements, any position within the organisation can be applied for on a part-time basis by members, and that's outlined in 17.1.1. Thank you.

680 COMMISSIONER: Thank you, Ms Pavier.

685 MR KADZIOLKA: Clause 19 - Rosters. The rosters clause is significantly different from the award clause. It's been in effect developed by successive agreement from the time of the *Police Special* case in September 1993. What we have is basically an agreed position, in effect a compromise, and I'll basically speak to its major points.

In relation to definitions there are two new definitions to assist with understanding the award.

19.2 - Establishment of Rosters.

690 19.2.1 - goes to part of the most recent agreement where from 1
December 2001 a review will be undertaken of rosters by the
department but in accordance with award provisions.

695 19.2.2 - basically is a - I'd just better clarify that, sir. 19.2.1 is part of
the most recent workplace bargaining. 19.2.2 currently exists and
basically it's a general provision requiring that the work for each area
be assessed before determining the extent of shift work. That's not in
the award but it's been a provision in enterprise agreements for some
time.

19.3.1 - the pay period has been added for clarification and that's in
accordance with the definition of overtime.

700 19.4 - is the same as well as 19.5.

19.6.2 - which is changed to an individual's roster. Seven days' notice
has been changed to five full calendar days' notice and that's prevailed
for some time in the enterprise agreements as well.

705 19.6.3 - it's an added provision to enhance flexibility for those people
specified and they have 24 hours' notice of change of shift.

19.7 - Change to Work Area Rosters.

19.7.1 and 19.7.2 - are the same.

710 19.7.3 - is new and part of the most recent workplace bargaining. It
provides that with 60 per cent majority agreement in a defined work
area there can be a departure from award rostering provisions.

715 Now the agreement will be formal and have a defined life. In return for
that flexibility associated with departing from the provisions, members
may negotiate changes to the level of shift and penalty allowance. For
example, that they're paid or other conditions such as hours of shifts
and the number of RDOs. So basically a flexibility provision.

19.8 - 24 Hour Rotational Shift Workers. Now shift definitions have
been split into 24 hour rotational and non-rotational. For the 24 hour
rotational workers, it's changed by extending afternoon shift to 2.00am
on every day.

720 In 19.8.2 - Maximum Hours - this has also been split into 24 hour and
non-24 hour. For the 24 hour rotational workers the maximums have
not changed.

725 Now as a result of the most recent bargaining there is a new (c) which
has been inserted which enables afternoon shifts to be counted as
night shifts. This provides flexibility to work additional afternoon
hours and it's been shown that that's probably where the most need

is. So there is the ability to work additional afternoon hours and conversely less night shifts.

730 There's a safeguard that if this provision is used it will not reduce the shift and penalty loading applying to those 24-hour rotational shift workers.

735 COMMISSIONER: As I understand that, if you had a 24 hour rotation, within that you could in fact rather than having, say, three officers working on a night shift and three on an afternoon shift, you could have four on the afternoon shift and two on the night shift.

MR KADZIOLKA: That's correct.

COMMISSIONER: But the shift penalties would remain as they were - the shift allowances would remain as they were if the roster was maintained as a three and three. Is that the concept?

740 MR KADZIOLKA: Yes. There is currently an allowance of 25 per cent for 24 hour rotational shift workers. Now there is a definition which is applicable to that but if, for example, you worked instead of a night - a sequence of night shifts, you worked a sequence of late afternoon shifts, you could argue that you don't fall within the definition of a 24
745 hour rotational shift worker and therefore it could be argued that your allowance would drop. This gives the flexibility but it also gives the protection to the members that their earnings won't drop.

COMMISSIONER: I understand it.

750 MR KADZIOLKA: 19.8.3 - Shift Sequences, Shift Sequence Changeover and Breaks. It's in red but it's not changed.

19.8.4 - Rostered Days Off. That's not changed except for the reference which is there.

19.9 - Shift Workers other than 24 Hour Rotational Shift Workers.

755 19.9.1 - Definitions. The definition of afternoon shift has been extended to 2.00am with the ability to work to 3.00am on Thursdays, Fridays and Saturdays. This was a provision which resulted from enterprise - or it was part of one of the old enterprise agreements and it's obviously a flexibility clause.

760 19.9.2 - Maximum Hours. Maximum hours for night shifts and therefore afternoon shifts have been increased by four hours to 48. In (c) there has been established maximum hours over a 10 week cycle for added flexibility for those specified areas.

765 19.9.3 - Shift Sequences, Shift Sequence Changeover and Breaks. (b) has had the changeover between the sequence and between shifts reduced from 12 to a minimum of 10 hours.

19.9.4 - there is a new (b) specifying reduced minimum period of days off after nights to a reduction for three where three or less night shifts are worked.

770 19.10 - Hours of Duty and Rosters for Inspectors. This is in the new award and it's new to the award and it's basically drawn from the Commissioned Officers Enterprise Agreement. It provides hours of work, provisions and protection from excessive work requirements.

19.11 - which relates to superintendents is similar and really doesn't need explanation.

775 20 - Shift and Penalty Allowance. Commissioner, this clause has changed considerably from the original award clause as a result of subsequent enterprise agreements and again the most recent workplace bargaining process.

780 20.1 - Definitions. There are two definitions formulated in accordance to the creation of two additional levels of shift penalty allowance. Originally it was 20 per cent. Currently it is 20 per cent, 22.5 and 25, so these conditions were formulated in accordance with that.

785 20.2.1 - Constables and Sergeants. Shift and penalty allowance is paid in equal instalments in accordance with the formula where it is not paid - or when it is not paid as specified.

790 20.2.4 - the increases in the 24-hour rotational shift and penalty allowance is specified from the dates of operation contained therein and obviously the dates from September 2002 and January 2004 are part of the most recent round of bargaining. The total allowance at the end of this period will be 26.25 per cent.

20.2.5 - the next level of allowance down from 25, as I've indicated, is 22.5 per cent for members who work 80 hours or more afternoon or night shifts in a five week period. The following clauses up to 20.2.10 specify the conditions surrounding such payments.

795 20.2.11 onwards to 20.2.21 goes to matters contained in the most recent workplace bargaining which relate to payment of the 20 per cent allowance.

20.2.12 - members have a new requirement to be able, available and actually work a minimum of 100 hours per quarter as defined.

800 20.2.13 - defines quarter and the date of operation which is from 1 July 2001.

805 20.2.14 - the work is as directed by the controlling authority and is subject to the requirements of the controlling authority and it is specified how it is to be performed. (a) afternoon, night and weekend shifts; (b) public holidays and/or (c) other work within or external to a

810 member's requirements as approved by the controlling authority. Now, commissioner, (c) is broad and caters for various situations but by approval by the controlling authority. This provision recognises situations where people contribute outside of normal requirements basically.

20.2.15 - these provisions do not circumvent or remove the ability to make legitimate claims such as for overtime.

815 20.2.16 - is a mechanism to keep track of this requirement to work the 100 hours per quarter and places a degree of responsibility on the member although the major responsibility is on the employer in accordance with 20.2.18 which I'll speak to in a short time.

20.2.17 - reduces the 100 hours per quarter requirement on a pro rata basis for approved leave and courses in excess of 10 days cumulative per quarter.

820 20.2.18 - as I've indicated earlier there's a responsibility for the controlling authority to provide the opportunity to work the minimum hours and we maintain this is an absolute requirement.

825 The PAT had concerns with regard to the prospect of members being required to perform tasks that basically they're not capable of undertaking because of injury or illness, for example. This concern has arisen because of what I believe to be legitimate desire of the controlling authority to provide the maximum operational presence. Now we haven't got a problem with that, commissioner.

830 But the PAT believes there is a balance with this issue and our concerns have been satisfied that although there is a thrust towards operational policing that opportunities will be given apart from operational policing for members to contribute to the organisation and maintain an entitlement to the shift and penalty allowance.

835 Now this is best summarised by exhibit A.1 where the commissioner in explaining the package says to members - and I'll just refer you to it. My quote would run from - actually, I'll restrict to the second-last paragraph:

840 *This new provision presents interesting challenges in managing the situation for members who may have genuine reasons for not performing in a front line policing role. Let me assure you that members who have a genuine commitment to undertake a meaningful police role should not be fearful of the obligations under the new Shift and Penalty Allowance provisions.*

845 Moving on. In relation to 20.2.18 there is also a requirement for the controlling authority to provide reasonable training and development to make this package work.

20.2.19 - where a member misses a shift a replacement shift will be immediately arranged by the controlling authority.

850 20.2.20 - the effect of not performing the work as required is that the controlling authority may reduce, adjust or suspend payment of the allowance having regard to the hours worked and/or the shortfall.

855 20.2.21 - along with the punitive measures, it is a requirement - and I believe a genuine desire by the controlling authority - to develop members to fulfil the requirements, therefore a plan is required to rectify any shortfall situation. Future restoration of the allowance if it drops off requires the controlling authority to be satisfied obviously that the member is fulfilling the requirements as specified and again obviously this would be an assessment of fact whether it's being done or not.

860 20.3 - Inspectors. This provision has varied in that the allowance is now 16.4 per cent and it is paid as equal instalments. Both amendments have arisen from previous enterprise agreements.

865 20.4. - Superintendents. The changes are similar to inspectors in that the allowance has increased 8.9 per cent and is paid in equal instalments.

20.5 - Exemptions from Shift Work. There is no change to intent. There's a slight wording and reference change.

870 Clause 21 - Physical Surveillance Services and Police Technical Support (Surveillance) Services. As you would be aware, these provisions are not contained in the current award and they were subject - or are subject to separate enterprise agreement.

875 The effect of this clause is that members are paid a 5 per cent allowance while in these areas and that had their conditions changed because of the need for a significant degree of flexibility with the work they do. Basically the changes could be summarised as they have 24 hour notice of change of shift as defined.

880 The ability to vary starting times of a shift sequence is there for a period of up to six hours and there is an ability for the employer to change these members to night shift without days off as long as the minimum break is provided between shifts.

In addition, the travelling allowance is at a reduced rate so it is a package. The allowance of five is a package for these other things.

There are also other conditions relating to tenure and detective designation.

885 22 - Isolated Task Force Operations. This agreement was reached in a previous enterprise agreement and provides predictability of costs for

these operations which have had a tendency to blow out and it also establishes payments and conditions for members.

890 In effect, members covered by this clause can agree to the provision specified which changes conditions in relation to rostering, availability, meal breaks, call back, overtime and hours of work and rosters for inspectors. The most recent operation that fell within this clause was the environmental protest at Mother Cummins Peak and the agreement worked well for this operation.

895 23 - Salary Sacrifice. This provision has arisen from workplace bargaining and salary sacrifice for superannuation purposes will take effect accordingly. The date of operation will be in line with the state public sector and as soon as practicable following the approval of this award, as I understand it, will not be retrospective.

900 24 - Public Holidays. There's a slight wording change - no effect to operation or application.

25 - Consultation and Dispute Settlement Procedure.

905 25.1 - is not in red but it is a new - basically it's new inasmuch as its reworded. The intent is similar. There's simplification of what currently exists otherwise the provision is unchanged.

910 The No Extra Claims clause I think is 26. This reflects the agreement of the parties that we will not pursue claims as specified. Now it's important to again note that this award is a package and its contents arise predominantly from the bargaining process and compromise, therefore as a package it shouldn't be unilaterally moved away from basically. It's indivisible for the period.

Basically, commissioner, unless you have any questions on the award, that concludes the award matters.

915 COMMISSIONER: Thank you, Mr Kadziolka. It may be a convenient opportunity for a 10 minute break.

MR KADZIOLKA: Yes.

SHORT ADJOURNMENT 11.05am

HEARING RESUMED 11.27am

COMMISSIONER: Yes, Mr Kadziolka?

920 MR KADZIOLKA: Before our break, Mr Commissioner, I indicated I had finished with the award but I'd just like to revisit it to deal with some items, please.

The first one would be the date of operation clause.

COMMISSIONER: Clause number?

925 MR KADZIOLKA: 4, specifically, 4.8.

COMMISSIONER: Yes.

930 MR KADZIOLKA: I'd just like to put an addition. Following the words 'at Clause 11', I'd like inserted 'and other matters not specified by this clause'. In effect, Mr Commissioner, it would be a catch-all. If any items that aren't specifically given a date of operation, they will be effective from the date of award.

COMMISSIONER: Yes. You'd prefer that approach to a specific date, say, 1 July or something like that, would you?

935 MR KADZIOLKA: It may not have a great deal of effect, keeping in mind most of these matters are already in effect, the one's we're talking about. Apart from the increase to expense allowances -

940 COMMISSIONER: I'm in your hands. Just looking ahead, I'd propose to - I'd hope that this award could be processed and a decision issued some time next week but things do happen and I don't want to create any inconvenience to the parties. If a set date of, say, 1 July would be administratively more convenient.

MS PAVIER: If I could make a suggestion, Mr Commissioner, perhaps the first full pay period after 1 July would be consistent with a lot of implementation dates.

945 COMMISSIONER: What do you say about that, Mr Kadziolka?

MR KADZIOLKA: I'm just trying to think when it is.

MS PAVIER: It's 4 July.

MR KADZIOLKA: That's okay. We can live with that. Thank you.

COMMISSIONER: So, we'll alter that. How will it read now?

950 MR KADZIOLKA: Then it would continue on - I'll just re-read it:

The operative date for increases to expense related allowances at Clause 11 and other matters not specified by this clause will be from the first full pay period commencing on or after 1 July 2001.

COMMISSIONER: That seems a sensible approach to me.

955 MR KADZIOLKA: Thank you, commissioner. In relation to clause 5 - Supersession and Savings, we've had discussion during the break and I would like to amend that please to read:

This award incorporates and supersedes the Police Award No. 1 of 1997 (Consolidated).

960 COMMISSIONER: Yes.

MR KADZIOLKA: In relation to clause 6 - Parties and Persons Bound, again we discussed this over the break and it was felt that with new formatting that it might be more appropriate that the title be, Award Interest and the appropriate wording which is contemporary be put in replacement of Parties and Persons Bound. Both parties are amenable to that course of action, Mr Commissioner.

COMMISSIONER: Thank you, Mr Kadziolka.

MR KADZIOLKA: There's just one other matter, clause 9.3 - Title - a word needs to be deleted and that is 'Person'. So it would read:

970 *One and Two Member Station Allowance.*

COMMISSIONER: Yes.

MR KADZIOLKA: Thank you. That, I think, concludes the actual award details. I'd just like to move quickly to another couple of areas. With most recent workplace bargaining, there were some things that were agreed to that are not actually in the award. What I would like to do is just speak to those briefly and indicate to the commission that the parties will be exchanging letters in relation to those matters which we feel aren't appropriate to be in the award.

980 In relation to the first one, I refer to exhibit A.1 and the fourth page. As part of the focus of this agreement, there's a move towards increasing actual numbers of police in front line policing roles. The department has indicated that it will do a number of things which are not part of this award and I'll just read those into the record from page 4:

985 *Reduce secondments from front line policing and 24 hour rotational areas;*

Examine the distribution of overtime funding to front line policing areas;

Monitor and report on supplementation of members from non 24 hour rotational and non front line policing roles.

990 They're the things we seek to put on the record. I think the next item is actually covered under the award.

The second area not covered by the award is the review and research to be undertaken to family-friendly policies in consultation with the Police Association. That may be introduced during the life of this award.

1000 Although I have mentioned it and there are some material items in relation to that, namely, maternity leave and the carer's leave, but this is obviously an ongoing process and we will continue to look at those issues and I just thought that was worth putting on the record, commissioner, and as I say, we will exchange letters in relation to those items.

1005 I'd like to move on, Mr Commissioner, to the Wage Fixing Principles and the public interest in relation to this matter. The association and the police service have entered into and concluded the workplace bargaining process. The parties have produced a consent award which reflects the totality of our agreement. We have made application for an award in accordance with our statutory rights, basically, and for good practical reasons as I've mentioned, that is, the production of one set of easily understood and managed conditions.

1010 Commissioner, we'd ask that you deal with the matter on that basis and rely on the fact that we're asking the commission to formalise that workplace bargaining outcome. I submit that formalising this agreement in effect is in accordance with the commission's stated aim of encouraging workplace bargaining.

1015 In relation to the issue of incorporating past enterprise agreements into the award, the parties would submit that that option is not proscribed to you. It's not proscribed and it's clearly open to you to do that. There's good reason for this course of action. As I've stated, the parties have agreed to formalise the outcome of the workplace bargaining process on the basis of this award and it will provide for better management.

1020 In addition, neither party is advantaged or disadvantaged by an award having all the history of recent changes put into it. Neither is advantaged nor disadvantaged now or into the future as a result. It basically reflects wages paid and existing conditions including flexibility provisions which the employer needs to maintain to ensure the proper operation of the police service.

1030 In fact, in relation to the rostering provisions, I'd submit that it's in the best interests of the employer to - and I have to be careful here, I'm obviously not speaking on behalf of the employer, I'm making an assessment in relation to what I believe to be the case. It's in the best interests of the employer to establish these in a concrete and continuing basis.

1035 The prospect of a return to existing award conditions would in effect create chaos for both parties and undermine industrial stability for what is obviously a critical public service. I submit that it's clearly in the public interest to have a seamless transition from one bargaining period to the next for the police service with the ability to have the mechanism of arbitration to deal with matters as required and for that

1040 to be done effectively, I'd submit, that the conditions need to be contemporary for this to occur successfully.

The award proposed creates a dispute minimisation strategy which is clearly in the public interest so as not to have a disruption to police services.

1045 In summary, our application is clearly the outcome of workplace bargaining and should be approved as such. It does no offence to the Wage Fixing Principles or the public interest considerations of the Act, namely, the economic impact. I'd submit that the government agrees and therefore it is sustainable and affordable and it addresses the
1050 needs of the police service and members and therefore in turn it would address, most importantly in relation to the public interest, the needs of the community.

Unless you have any questions of me, Mr Commissioner, that would be my submissions and I commend the application to you. Thank you.

1055 COMMISSIONER: Thank you, Mr Kadziolka. Ms Pavier.

MS PAVIER: Thank you, Mr Commissioner. The controlling authority certainly supports the application that is before you and also any amendments made by Mr Kadziolka to you today have been made by consent.

1060 This has been an eight month process between the Police Association and the department and it has been an intensive period of time where before you sits a document which reflects what we see the future of the police service and how the members of that service are to benefit through the conditions of their employment.

1065 The main focus of the document as you would appreciate is that the community expects certain things from our police and front line policing is important to our service, our members and the community.

We submit that the award supports those views and supports the ability that members have to achieve those goals.

1070 It also recognises that this award is for members up to and including the rank of superintendent other than those that are on fixed terms that have been negotiated between the individual and the controlling authority and it recognises the nature of policing at those ranks.

1075 As you have heard from Mr Kadziolka and have made comments, the hard to fill isolated positions have certainly been embraced by members and although operating in an ad hoc way at the moment, quite a number of members have expressed interest in this form of transfer.

1080 The maternity leave - well, basically the leave provisions themselves
and the part-time provisions have gone a long way towards the family
friendly atmosphere that we wish to include for all members of the
service and also reflects what the state service have implemented
recently.

1085 Mr Kadziolka made a submission to you in relation to the rostering
provisions. The controlling authority is particularly keen to recognise
that it is an essential part of the service and supports what Mr
Kadziolka submitted to you.

1090 On that basis unless you have any further questions in relation to any
of the issues before you, we support this application and commend it
to you. Thank you.

COMMISSIONER: Thank you, Ms Pavier.

1095 MR KADZIOLKA: Excuse me, Mr Commissioner, just one issue that I
forgot to raise, that is, in relation to our current agreement - it actually
expires tomorrow and I suppose I'm saying that on the basis that the
commission may be able to assist us by giving an indication as to what
its intention is in relation to our matter otherwise we could
alternatively go into a blind panic and try and do something about it.

1100 COMMISSIONER: Certainly. Thank you, Mr Kadziolka. Well,
certainly dealing with that last matter first, I can indicate without any
hesitation that this award will be approved from the proposed
operative dates. That will be reflected in a formal decision as soon as
possible, but you can take it as read that that will be the case and that
should avoid any embarrassment on the expiry of the enterprise
agreement.

1105 I should also indicate that the parties are to be congratulated on two
counts. Firstly, for reaching an agreement which contains many
innovative provisions which are no doubt to the betterment of the
service and it will follow that that will be in the interests of the
community at large. Secondly, for doing a very commendable and
1110 laudable job in drafting a new award and I can appreciate that that
would not have been an easy task.

1115 So on that basis, as I've indicated, I have no hesitation in indicating
that the award will be approved. I would ask the parties over the next
few days to liaise with my associate about any corrections and fine
tuning that we need to get into the final document and on that basis
this hearing will be adjourned. Thank you.

HEARING ADJOURNED 11.47am