

AUSCRIPT AUSTRALASIA PTY LTD

ABN 72 110 028 825

Level 16 Santos Place, 32 Turbot Street, Brisbane QLD 4000

PO Box 13038 George St Post Shop, Brisbane QLD 4003

T: 1800 AUSCRIPT (1800 287 274)

F: 1300 739 037

E: clientservices@auscript.com.au

W: www.auscript.com.au



TRANSCRIPT OF PROCEEDINGS

O/N 158610

TASMANIAN INDUSTRIAL COMMISSION

DEPUTY PRESIDENT T. ABEY

T No. 13764

POLICE ASSOCIATION OF TASMANIA

and

MINISTER FOR WORKPLACE RELATIONS

**An application under section 23(2)(b) of Industrial
Relations Act 1984 to vary the Police Award
re: a new consolidation**

HOBART

9.30 AM, TUESDAY, 1 MARCH 2011

**TRANSCRIBED BUT NOT RECORDED BY
AUSCRIPT AUSTRALASIA PTY LIMITED**

THE DEPUTY PRESIDENT: I'm pleased to see that everyone has made it, traffic notwithstanding, including myself. Can I take appearances please.

5 MS A. SMITH: Good morning, Deputy President. Angela Smith with the Police Association of Tasmania, and with me this morning is Mark Kadziocka.

THE DEPUTY PRESIDENT: Thank you, Mrs Smith.

10 MR T. MARTIN: Good morning, Deputy President. Tony Martin appearing on behalf of the Commissioner of Police.

THE DEPUTY PRESIDENT: Thank you, Mr Martin. Mrs Smith, do I look to you?

15 MS SMITH: What is before you today, Deputy President, is the outcome of many months of negotiation in our recent enterprise bargaining process. And we're seeking to ratify the approved end product, our new consolidated award. If it pleases you I will go through the variations to the award resulting from the negotiations and provide explanation where required. There are a few other amendments to the award which I will go through as well, and hopefully will be clear. I would like to tender
20 an exhibit, Deputy President. It's the copy of the signed in-principle agreement between the Police Association and the controlling authority. Would you like one now?

25 MR MARTIN: No. I've got one.

THE DEPUTY PRESIDENT: We will mark that A1, in-principle agreement.

30 **EXHIBIT #A1 IN-PRINCIPLE AGREEMENT**

MS SMITH: This document summarises the agreed outcomes and provides the basis for the majority of amendments to the award. Now, going through this document, the introduction and preamble are self explanatory. Item 1 on page 2 is
35 the agreed date of operation which is the first full pay period from date of decision unless otherwise specified. And this is all contained within clause 4 of the proposed award. Do you have a copy of the proposed award.

40 THE DEPUTY PRESIDENT: Yes. I do. I certainly do.

MS SMITH: There is a no extra claim commitment to 30 June 2013 which is reflected at clause 28 of the new award, and this applies to both parties. The exception to this is a leave reserve provision which is included at clause 27. This is
45 a new provision and this relates to an outstanding matter that the parties could not resolve during negotiations concerning the inclusion of three groups; Close Personal Protection, the Public Order Management team and the Operation Skills instructors, those groups being included in the new specialist allowance in clause 9.5 of the

proposed award. The no extra claims also includes – sorry, also excludes any claims made for the usual increase to expense-related allowances that we do annually.

5 Item 2 deals with salary increases which are provided for in clause 8 of the proposed award. The first increase is backdated to the first full pay period on or after 1
10 December 2010. That is an increase of 3 per cent; and there is a further two increases of three per cent per annum which is payable from the first full pay period, 1.12.11 and 1.12.2012. These increases, particularly the first one, need to be explained in conjunction with a movement of some of the shift and penalty
15 allowance into salary prior to that first increase in December 2010. What has been agreed is that 6 per cent of the shift penalty allowance paid to constables and sergeants will go into base salary prior to the first 3 per cent salary increase.

15 Now, in the draft award on page 8 – sorry, not page 8, page 11, clause 8 you will see that there are five columns. The first column is as at 1.12.09 which is the base salary, then column A represents 1 December 2010, which is a 6 per cent increase which is the shift and penalty allowance on top of the base. Then 1.12.2010 again, there's a 3 per cent increase in that column, a three per cent increase in column C, which is effective on the first full pay period of 1 December 2011, and in column D a
20 3 per cent increase effective from the first full pay period of 1 December 2012. For inspectors the full amount of their shift and penalty allowance of 16.4 per cent will go into their salary prior to the salary increase on the first full pay period of 1 December 2010.

25 And further inspectors will have productivity payments totalling 2.6 per cent paid as well. One per cent will be payable from the first full pay period on or after 1 December 2010, one per cent from the first full pay period 1 December 2011 and .6 of a per cent the first full period 1 December 2012. The productivity payments will be added to base salary before salary increases, and in the case of the first salary
30 increase 1 per cent will be added after the 16.4 per cent shift and penalty is added to base salary, and before the 3 per cent salary increase. I hope that's made it clear.

35 THE DEPUTY PRESIDENT: Yes. And I assume that the existing shift allowance has been reduced commensurably, is that - - -

MS SMITH: Yes. It has. And I will go to that in a minute, yes. Now, as a result of that there has been some changes to the working condition – working arrangement for inspectors, and on top of page 3 of the in-principle document that's spelt out. Inspectors will be expected to work hours as demanded by their duties on any given
40 day. They will manage their own time in consultation with their direct supervisor. Some clauses will be removed from the award. Those clauses relate to potential for overtime provisions, potential for overtime for inspectors, the accumulation of days resulting from a 38-hour week, that will be removed, and the ability for them to have the shift and penalty allowance will be removed as well, because their entire shift and
45 penalty allowance will go into their salary, base salary.

There is another clause that will be removed from the award for inspectors, and that is clause 853D of the current award, and that is where inspectors have the ability to receive an allowance for additional work that they take on, and that might be if they have a project sitting to the side of their desk. And that allowance was the difference
5 between their salary and the commander's salary. That will be removed from the award. Inspectors may have to increase their due supervision shifts to nine or 10 hour shifts; they will no longer have the ability to receive a specialist allowance, and I will talk to that a little bit later, and that about sums up the changes to the inspectors' working conditions.

10 For commanders the full amount of their shift and penalty allowance of 8.9 per cent will go into salary prior to the first salary increase as well. Item 3 in the in-principle document is about the changes to the shift and penalty allowance provisions. The shift and penalty allowance provisions are contained in clause 19 of the proposed
15 award. There will be no shift and penalty allowance for inspectors and commanders. The shift and penalty allowance for constables and sergeants will be adjusted in the following manner: those working 24-hour rotational shift rosters will receive a 21 per cent shift and penalty allowance. Those working a non-24-hour roster will receive an 18 per cent shift and penalty allowance. This is an increase for this group
20 of workers for 1.5 per cent, and it is in recognition of the number of intrusive late hours they often work on their rosters.

The last group are the current 20 per cent shift and penalty allowance workers. This group will receive a shift and penalty allowance of 13 per cent. There is a net
25 decrease for this group of workers, however it has been agreed that they will receive an additional fortnightly adjustment to ensure they receive an overall 3 per cent increase in the first year. That will be for the first year only. The shift and penalty provisions for the 13 per cent workers have been rewritten to reflect the decrease in the shift and penalty allowance and provide for maximum hours to be worked in a
30 five-week roster period. There has been a reining in of those hours for that group of workers. 13 per cent workers cannot be rostered to work night shifts. If the maximum hours that have been set for this group are breached during the five-week roster period, then a member will receive the 18 per cent shift and penalty allowance for the entire five-week period.

35 So clause 19 of the proposed award is a complete rewrite of the current clause 20. Item 4 relates to clause 9.7 of the current award which relates to the recreational leave allowance. This clause will be deleted. This allows within the award for those very few members who do not receive a shift and penalty allowance. The movement
40 of the 6 per cent shift and penalty allowance for all constables and sergeants adequately compensates for the removal of this allowance. Item 5 in the in-principle agreement relates to the new country and community policing package. This is a significant component of the wage round outcomes and recognises the flexibility required of members working in country areas.

45 The new country station provisions will replace what we now know as the one and two-person station allowance at clause 9.3 of the current award. The new provisions

contained in clause 9.4 of the proposed award will be called the country station allowance. This group of workers will continue to receive the 35 per cent allowance they currently receive, but they will also have the benefit of receiving the 6 per cent movement of shift and penalty allowance into base salary, but provisions will specify the clustering arrangements for the designated stations, and members at these stations will not have to pay rent for their department-owned or leased residence, providing they maintain occupancy of the residence as their primary residence.

And other changes for this group of workers include: members will either be rostered on for the day or rostered off duty. No identified hours will be shown. Members will work 24 7.6-hour days on in a five-week roster cycle, and will be entitled to 11 RDOs – that’s rostered days off – in the five-week roster cycle. Country station rosters will commence from the first full pay period on or after the date of decision of the new award, and adjustments will be made where necessary to ensure that members will not lose any outstanding accrued days off, RDOs, also known as RDOs. An average of two consecutive RDOs per week over the roster cycle shall be provided, but no more than 4 RDOs is to be taken consecutively. Usually RDOs will only be taken if another station in the cluster is rostered on. And in fact in the proposed award at page 26, at the top of the page where it’s got C – I’m hoping that mine is – is yours C at the top of the page?

THE DEPUTY PRESIDENT: Yes. It is.

MS SMITH: Thank you. It’s C, and in roman numerals – little 1, sorry, it says:

An average of two consecutive rostered days off per week over the roster cycle shall be provided, but no more than four rostered days off is to be taken consecutively. RDOs can only be taken if another station within the cluster is rostered on.

Now, in saying that, there may be occasions where that is just not possible. Don’t – just might not be possible. And if this occurs, it’s our view that the divisional district must provide coverage, or to ensure the member receives their RDOs in a timely manner, and most importantly, ensure adequate rest. Now, over the previous page on – in that draft award, page 25, at the top of the page, talking about the general provisions of the – this group of members, and in G of the general provisions towards the top of that page, it states:

A member at a designated station shall respond to any unplanned incident or event requiring a police response outside of their designated cluster when required to do so. This shall not include working shifts or part thereof in areas outside the designated cluster unless by agreement.

I would just like to explain that a little, Deputy President. When we discussed this in negotiations we talked about what an unplanned incident or event might be, and there was discussions around something where it would be a major situation; it could be a bushfire, it could be a serious or fatal motor vehicle accident. It wasn’t something

like the weekend football match. It was something that was unplanned, it was serious and it required resources to be called upon at the time to respond immediately. And in relation to the second part of that clause, it does not include working shifts or part thereof in areas outside the designated cluster unless by agreement. This means – it certainly doesn't mean that, for example, if the divisional station is short that night, they don't call on and require the one-man station to work, the designated station to work and prop up a roster in the divisional station unless, of course, that member agrees to do so.

10 So to work outside the designated station in this situation means that something big has occurred, and it requires everybody to be on deck. Overtime and availability is available for these members where it hasn't been before. Now, the provisions of the draft award for the overtime is on page 26. And essentially it provides for overtime to be able to be claimed in addition to the 35 per cent allowance. There's an expectation that members will obviously work the required hours, but in some situations that involves excessive hours overtime can be claimed. Members will not be required to perform policing functions for excessive hours, which for the purposes of this clause, is greater than 16. If they do work greater than 16 hours they will receive an overtime payment until relieved; and that 16-hour period can include up to two one-hour breaks. Where a member - - -

THE DEPUTY PRESIDENT: So it's not overtime per se in terms of exceeding seven hours – or eight hours a day.

25 MS SMITH: No.

THE DEPUTY PRESIDENT: It's only in these defined circumstances, being excessive hours.

30 MS SMITH: Yes. That's right. And there's a couple of other scenarios where they can claim overtime as well, but yes, excessive hours. Where a member does perform excessive hours, they're entitled to a minimum of 10-hour uninterrupted break prior to performing another policing function, unless they're required to attend court which is really beyond their control, and in that circumstance they will be able to claim overtime for the court attendance. And if there is an event where division management require the member to return to duty within a 10-hour period, uninterrupted break, they will be paid overtime until they receive a 10-hour break. Overtime payments will generally not be paid for things such as court appearances, training, vehicle servicing, because those are known day shift events and normally be planned, and the expectation is that you will plan your working day around those.

45 A member who is rostered on a – sorry, who is rostered as a rostered day off who has been requested and required by divisional management to cover their station and/or another station within their cluster, if no other coverage exists, will be entitled to receive availability for the period of time that they're required to be available, and overtime if they're required to turn out to duty, and that payment is in addition to their 35 per cent allowance. Obviously reasonable consideration must be given to

allow members their RDOs and adequate rest and recreation time; but there may be scenarios where they will all be required to be available on their RDOs.

5 Where a member is required to perform duties outside their cluster group when rostered on, other than appearing in court or doing training, the member will be entitled to be paid overtime for all hours worked in excess of 7.6 hours. Now, this may be the scenario like the bushfire of the serious or fatal motor vehicle accident, the unplanned event, the incident that occurred. So essentially they're the new provisions for the country stations, the designated stations - - -

10 THE DEPUTY PRESIDENT: Does the revamp of the country stations satisfactorily address, in your view, the issues that have been subject to dispute in the past? It's an agreed document.

15 MS SMITH: Yes, it is an agreed document, and it's been a negotiated outcome, I guess. It wasn't initially our first point – our first cut on what we would have liked to have seen, but it – after much negotiation we were able to secure an extra RDO from 10 to 11 in the five-week period, and that was satisfactory. It certainly addressed some of the issues in relation to the overtime and having these people
20 working in clusters, we've sorted that out as well, identified clusters. So it went a long way to resolving some of the issues that we had. The issue of relief was one that not necessarily was resolved entirely in our favour, but we're hoping that the provision of the overtime and availability will make supervisors and management think about those sort of things.

25 THE DEPUTY PRESIDENT: Well, it is a negotiated outcome, and that means that neither party generally gets everything they want.

30 MS SMITH: That's right.

THE DEPUTY PRESIDENT: But the issues which have been subjects of dispute in the past have been addressed is really my question.

35 MS SMITH: Yes. They have. Okay. The isolated community expense allowance is new, and this replaces the existing clause 11.4 of the award, which is isolated area expense allowance. The new allowance at clause 10.4 of the proposed award is paid in addition to the community assistance expense allowance to those stations that qualify, and I will talk about the community station allowance in a minute. The existing locations in receipt of the old allowance will receive the new allowance.
40 While there will continue to be varying rates depending on the location of the isolated locality, the distinction of having a rate for a member with or without dependents has been removed. It's just – it is a flat rate. Community stations is new and will be included in the proposed award at clause 10.3. This clause will be known as Community Assistance Expense Allowance.

45 The clause will provide a list of stations that will attract an allowance of \$2500 per year. All designated country stations are included in this provision. The allowance

is paid on the proviso that members at the listed stations occupy and maintain occupancy of their police-owned or leased residence as their primary place of residence. Item 6 of the in-principle agreement is the new specialist allowance. This allowance will replace the existing specialist squad allowance at clause 9.4 of the current award. The new provisions have resulted in quite a number of changes, including transitional provisions for some members who are affected by those changes.

The new clause in the proposed award is at clause 9.5. Now, in talking about the changes here with this new allowance, the allowance is payable to constables and sergeants only, and those in both a full-time role and a secondary role relating to the position or the squad that receives the allowance. It is not payable to inspectors. The flat rate will be paid fortnightly and will increase annually in line with police salary increases. Now, some of the positions that are listed in this new allowance will have training days. The training days, such as the Special Operations Group, will either be a day or afternoon shift with a 10-hour minimum break between shifts. A gazetted training day will be eight hours in duration, and flexible training does not include working night shifts.

Not less than five working days' notice will be provided to members showing the training plan and hours to be worked, and where there is a demonstrated need approved by the commander of HR members who undertake specialist squad training, or specialist groups identified in the clause may be required to work additional hours. An unpaid overtime component may be required of no more than one additional hour to their rostered hours on any one day during the specialist squad training, and no more than five hours cumulative during a gazetted training block. Additional hours worked in excess of this arrangement will be paid at the normal overtime rates unless otherwise agreed, and members must be given not less than five days' notice of the requirement to work additional hours.

The unpaid component does not include travel to the academy for the north and north-west members. These new conditions will supersede the command HRs ability to deem specialist training days as a training activity for the purposes of clause 14.1.8(e) of the proposed award. Any specialist groups who do not receive the specialist allowance are not subject to the unpaid overtime provisions of the new clause. Recognised team leaders of the Special Operations Group will receive an additional \$500 per annum and the allowance is only payable once. It is not cumulative for multiple squad participation. So if you go to the award at clause 9.5 on page 28 it will – it provides the categories and the levels of the allowance, and you will see there that it varies from a \$500 per annum right through to \$4500 per annum depending on which specialist squad or position you are in.

Now, there are some additional areas that have been included in this allowance that wasn't available to some members in the specialist squad allowance. And as an example of that, accident investigation, crime scene examiners are in this allowance; prosecutors are included in the allowance, and there have been inclusion of physical surveillance services and technical surveillance services as well, search and rescue

people, so it's a whole new concept. It gets away from the specialist squad allowance which really only recognised people working in a secondary role. This allowance covers both; secondary role and full-time role.

5 Now, the transitional arrangements for some people that will be in receipt of this allowance had to be put in place so as not to disadvantage them, and any member who is in receipt of an allowance under clause – the current 9.4 which is the specialist squad allowance, or who is a member of the physical surveillance services and technical surveillance services, or who is a member of the Special Operations
10 Group – sorry, Special Capability Group with the exception of Dignitary Protection, if they're in receipt of an allowance which is greater than the proposed specialist allowance they will receive a maintenance payment based on the allowance they received in the pay period immediately prior to any salary increases resulting from this new award. Until such time as the new allowance overtakes the difference or the
15 member leaves the squad.

The maintenance payment will be adjusted annually, and will be effective from the first full pay period on or after the registration of the award. Now, members of the of the Dignitary Protection Unit currently come under clause 22 of the award, the
20 current award. They are members of the Special Capability Group. This group of members will not be included in this new specialists allowance, however they will receive a maintenance payment based on the allowance that they received in the pay period immediately prior to any salary increases resulting from this new award until that member leaves the squad. Inspectors who currently receive the specialist squad
25 allowance if they're in certain roles will receive compensation payments because they will no longer receive the allowance and are not covered in the new allowance.

So inspectors who undertake the role as a state coordinator or commander for the Special Operations Group, the negotiators and the Bomb Response Group who,
30 immediately prior to the registration of the award were in receipt of the specialist squad allowance will receive two payments of \$3000. The first payment will be in the first pay period after registration of the new award, and a second payment will be made as at the first full pay period on or after 1 December 2011. The second payment, however, will only be made if the inspector is still attached to the specialist
35 squad and no further payments would be made.

THE DEPUTY PRESIDENT: So in summary, the maintenance payments are to ensure that no individual is disadvantaged on an ongoing basis, and the compensation payments have a similar objective but they're limited in terms of how long they
40 apply for; is that - - -

MS SMITH: Yes. That's exactly right. Yes. The inspectors, with the exception of the state coordinators, commanders I've just mentioned who immediately prior to the registration of the award were in receipt of the specialist allowance – specialist squad
45 allowance, will receive two payments of \$2000. The first payment will be in the first full pay period after registration of the new award and the second payment as at the first full pay period after December 2011. And once again, that second payment will

only be made if the inspector is in the specialist squad. Okay, item 7 is Competencies. The competency allowance and the competencies provided for in the current award at clause 8.5.1(d), (e), (f) and (g) will be deleted. Competencies will be no more.

5

What will happen to compensate those who are currently receiving a competency allowance is that at the time of the registration of the new award, members who are in receipt of the competency allowance and who are not eligible to receive the new specialist allowance level 2 to 5 will be advanced one level in the constables' range up to level 12 the day after the competencies cease, and the member's original anniversary date will be maintained for any subsequent eligible advancement. So once the award is introduced the competency allowance will cease; those members who are eligible will receive one salary advancement up to level 12.

10

15

And any members who are in receipt of more than one competency will only be advanced by the one level. Item 8 is dog handlers. The dog handlers will increase – allowance will increase to 10 and a half thousand dollars per annum. There is no other change to the dog handler's provisions other than a clause renumbering in the proposed award. Item 9 is a new provision called the Shift in Charge Allowance.

20

This has been included at clause 9.3 of the proposed award. This is a welcome addition to the award and the outcomes and will remunerate those members who assume the role of a sergeant as a result of a short term absence in 24-hour stations for a minimum of one shift.

25

There is no change to the normal higher duties allowance provisions. So if a constable assumes the role of a sergeant on the Hobart watch, for example, for a minimum of one shift that constable will receive higher duties allowance for that shift. They will be paid at sergeant level 1 with the exception being that if the constable is already at constable level 13.2 they will be paid at sergeant level 2, because of the - - -

30

THE DEPUTY PRESIDENT: So that doesn't apply under the current arrangements?

35

MS SMITH: Currently, the higher duties allowance is such that you have to do 76 - - -

THE DEPUTY PRESIDENT: Yes.

40

MS SMITH: - - - in order to receive the HDA.

THE DEPUTY PRESIDENT: Yes, okay.

45

MS SMITH: Item 10 of the in-principle agreement relates to the in-charge allowance. This provision is currently clause 9.2 of the award and it will be deleted. A provision will be included in the proposed award, also clause 9.2, which will provide for a compensation payment to incumbent members in receipt of the in-

charge allowance immediately prior to the date of operation of the new award. The deletion of this allowance will mean that obligations required of members in receipt of the allowance will no longer apply, and if they are required the normal award provisions will apply, such as overtime and availability. And I would just like to
5 tender a document in relation to this.

THE DEPUTY PRESIDENT: Thank you. We will mark that A2, In-Charge Allowance.

10

EXHIBIT #A2 IN-CHARGE ALLOWANCE

MS SMITH: Now, this document was prepared by the Police Association and it was
15 tabled at a meeting on 16 November 2010 in relation to the outcomes of the in-charge allowance being deleted, and it was agreed by the parties that it would be read into transcript. So I would just like to read that into the transcript.

*The parties agree to delete this clause from the award on the basis that the one-off payments to constables will be 1700 and sergeants \$2000 will be made
20 following registration as agreed; the first full pay period following and where a member is required to remain contactable outside of his or her rostered shift to provide advice, and/or to respond to telephone inquiries, the member will be paid the availability allowance. Where the member is required to resume duty
25 he or she shall be paid overtime in accordance with clause 15 of the award. That will be the clause 14 in the proposed award.*

*Consequential amendments to clause 14.3 and 15 will be made to reflect this agreement, and members who are paid this allowance will be advised by the
30 controlling authority before registration of the award of the new arrangements regarding after-hours responsibilities, currently attached to the allowance. The existing after-hours requirements and responsibilities on the members who currently receive the in-charge allowance shall cease from the day of
35 registration of the award. Where the controlling authority requires members to be contactable or resume duty they will be paid as outlined above.*

THE DEPUTY PRESIDENT: Thank you.

MS SMITH: As a result of that consequential amendments have been made to the
40 availability and stand-by provisions of clause 13.3.1 of the proposed award, and this provides a change to the definition of availability. The definition states that where a member is rostered or directed to be contactable – being the new word – and available. They will be paid availability. The emphasis here is that if the members require to be contactable they are deemed available to resume duty and will be paid
45 the availability rate. Item 11 is about rostering provisions and the shifts and penalty allowance. The shift and penalty allowance has been spoken about earlier and as a

result of the shift and penalty allowance provisions being changed there has been a re-write of the rostering provisions at clause 18 of the proposed award.

5 There is one change to the 24-hour rostering provisions, and that is the removal of the ability to roster this group of workers to a 4 am finish in the five week period and count that shift as an afternoon shift. That is the only change to the 24-hour rotational shift workers. There is no change to the non-24-hour rostering provisions, but there is a new set of provisions called other rosters at clause 18.9 of the new award. This clause goes hand in hand with the provisions for other rosters in the shift and penalty allowance. That is clause is 19.3. This is the new 13 per cent group of workers for the shift and penalty allowance I spoke of earlier.

The rostering provisions detail the maximum hours for this group of workers. Because there are new provisions for this group of workers the prospective date of 15 2 May 2011 has been included 18.9 as the start date of the first day of the five week roster period, and that's been done so that managers and supervisors primary can get their act together and put a proposed roster out that will fulfil the criteria of the new rostering provisions. There will be some rosters where amendments will have to be made if they are to continue to pay the lower shift and penalty allowance. It will also 20 provide a date for the affected members as well to monitor their hours worked and calculate the hours over a five-week rostered period. It gives them a start date.

There is another amendment to the rostering provisions at 18.3, which relates to emergency circumstances. This change simply reflects contemporary wording and does not alter the intent of the clause. It has the same magnitude of previous wording and that is that rosters can be departed from where emergency circumstances exist. Item 12 relates to the sea-going allowance. This allowance will increase from 50 per cent of normal salary to 60 per cent of normal salary. There is no change to the conditions associated with this allowance. Item 13 is the availability and standby 30 provisions. I've already mentioned the changes to these provisions which were consequential to the deletion of the in-charge allowance, and the availability and standby rates will continue to increase in line with police salaries and will be effective from the first full pay period on or after 1 December 2010.

35 Item 14 is a new provision and is included in the proposed award at clause 9.8. It is the new detective's allowance. This allowance will be payable to a constable or a sergeant who is a designated detective and who is permanently attached to CIB, Drug Investigation Services, the Cold Case Unit or Fraud and e-crime Investigation. The allowance is \$1000 per annum.

40 THE DEPUTY PRESIDENT: That's new?

MS SMITH: That's a whole new allowance, yes for that group of work, yes. Item 15 refers to an accumulated leave scheme which the controlling authority has 45 agreed to consider during the life of the agreement providing there is no negative impact on service delivery. The scheme is similar to the State Service Accumulated Leave Scheme. Item 16 relates to family friendly provisions. The controlling

authority has agreed to consider any whole of government family friendly advances in line with the business requirements and service delivery.

5 Item 17 provides for general award variations and includes – and there’s several points there – at point 1, an amendment in relation to the recognition of tertiary qualifications for constables, which is at clause 851(d)(b) of the proposed award. This amendment will preclude constables who graduate after training course 1 of 2009 from being able to salary advance once they’ve completed 150 per cent of the Bachelor of Social Science degree in Police Studies. And that is because currently –
10 or since early last year, the completion of the training course is now accredited towards this tertiary qualification and essentially they would be eligible for a salary advancement on graduation if it was to remain.

15 Point 2 is the deletion of clause 12.3.2 of the current award. This clause relates to the ability for members to be able to claim the property purchase reimbursement expense allowance under the transfer provisions. It is a discretionary clause with some criteria that has been agreed upon previously, and that will now be removed from the award. In addition to that the time to make a claim for the property
20 purchase and property expense allowance will be increased from two years to three years. These amendments are reflected in clause 11.4.1(a) and (b) of the proposed award.

25 Point 3 relates to part-time service and there will be a variation to remove the reference to requirement that consultation occur with the PAT in certain circumstances. The PAT has agreed to this change, as the current situation is such that members affected negotiate their own hours of work and work patterns directly with the controlling authority and we have no input to part-time members reverting to full-time work. The award currently states that this will be done in consultation with the Police Association. In reality it’s done between the member and the
30 controlling authority.

35 Point 4 relates to a change in the way meal expense allowances are to be paid into the future. Currently it is an outright entitlement. The changes will be that – are reflected, sorry, in clause 10.5 of the proposed award, and the change here is that all meal allowance – meal expense allowances will be reimbursement for actuals up to the amount that currently appears in the award. Documentary evidence of the expense will need to be produced to justify the claim. So these are not travel meal provisions or meal allowances, these are overtime meal allowances and being away from the workplace – 60 k away from the workplace meal provisions.
40

45 Point 5 is the addition of the new sub-clauses to the change of residence allowance at clause 11.11 of the proposed award. These changes are the result of the introduction of the community assistance expense allowance and the isolated community expense allowance. Now, the changes here are that if you are in a location where you in receipt of the isolated community expense allowance, you will not be eligible to claim and to receive the change of residence allowance upon the transfer into that locality. If you fulfil the criteria and stay there for two years and transfer out you

will be entitled to claim upon transfer out. If you are a member who is in receipt of the community assistance expense allowance then you will be able to receive 50 per cent of the change of residence allowance upon transferring in, and like before, if you stay there two years you will be able to fulfil the criteria to claim the full amount coming out.

Now, this is the last item of the in-principle agreement and it relates to award deletions. There are some clauses that will be removed from the award resulting from the new country and community package, and those clauses are the hard to fill isolated positions, which are agreements that – which are currently agreements that are put in place between the member and the controlling authority. So it's like an incentive to get them to attract people to these positions. That will be deleted from the award as there are now new allowances in place for these locations. Rental expenses is no longer applicable. These locations are now rent free. The isolated area expense allowance will be removed from the award and the new isolated community – I will have to get the word for that. Sorry, the isolated community expense allowances has replaced it.

And the single accommodation expense at remote police stations has been removed, because it is now rent free. So that concludes the details of the in-principle agreement document and an explanation of some of the award amendments. There are a number of other changes and I would just like to quickly run through those.

THE DEPUTY PRESIDENT: Yes.

MS SMITH: If it pleases you. There's a considerable renumbering throughout the award as a result of clause deletions. If it's agreeable with you I will leave the renumbering as it's self-explanatory throughout the award, and provide explanation for where there are changes or deletions. The definition of "expert" is deleted from current clause 7. This definition was only relevant to competencies and competencies have been removed from the award. The definition of "normal salary" has been amended to remove reference to the "in-charge allowance." It is such that currently a normal salary – if you are receipt of in-charge allowance it's classed as normal salary. That will be removed – the reference to "in-charge" allowance, sorry, will be removed, because the in-charge allowance has been deleted as previously explained.

Clause 8.2.3 of the new award relates to calculation and payment of salaries. This has been an amendment to provide that salary details may be made available electronically. The amendments to clause 8.4, performance assessment, and 8.5, annual salary increments, have been amended due to their deletion of competencies and the competency allowance. Clause 8.6 of the award, salary retention, is amended to include the new shift in-charge allowance. Clause 10.1.3, camping and sea victualling allowance is amended to include special squad training days in this clause.

Clause 10.7.1, out of pocket expense allowance is amended to include the word “designated.” That is designated detective. Just – that’s been inserted for consistency and it appears everywhere else in the award now. Clause 10.6, motor vehicle expense allowance, and 10.8, overnight expense allowance, has been
5 amended to remove the reference of how the allowances are to be adjusted. A new clause at clause 10.12 has been inserted, which provides that clauses 10.1 through to 10.10 will be adjusted annually in line with CPI in the usual manner that the parties have agreed upon in years past, and that is the weighted average of the eight capital cities calculated for the period of March to March.

10 Clause 10.11.4 relates to national common police services and the National Development Programs and this has been amended to reflect the current and correct name for the organisations. They have just changed over the years. Clause 11.3, property purchase, reflects the deletion of the old 12.3.2 and a renumbering.
15 Clause 11.4, the general provisions, under 11 is simply an inclusion of the new heading General Provisions with no change to the intent or wording of the existing clauses. It has just been listed under a general provisions clause. Clause 11.5, displacement expenses, is amended, and this change is to clarify the intent of the clause in relation to resignation. The word “resignation” appears in this clause once
20 at the present time, and in going back and having a look at when it was first introduced into the award or as a rewrite and looking at the intent before that, it was that the resignation related to resignation due to ill health. So we have included those words into that clause.

25 Clause 11.12, the general provisions, has an inclusion to reflect annual CPI adjustments similar to the expense allowance clauses. And clause 12.1, flexibility and services are amended to include the shift in-charge allowance at 12.1(a). Clause 13.3, availability and standby is amended to reflect the new wording resulting from the deletion of the in-charge allowance as previously explained. It is also
30 amended at clause 13.3.2 to include the new terminology for designated country stations, so the removal of the one and two person station and putting in designated country stations, and provides the exception for this group of workers where they do have the ability to claim availability at clause 9.4.6(e). Clause 14.1.8 in the overtime clause is amended to include the new terminology for designated country stations,
35 and this also applies to clause 14.2.3. Now, I picked up a couple of errors on pages 65 through to 68, and the errors occur on pages 66 and 67. So I will tender those pages as amended pages.

40 THE DEPUTY PRESIDENT: Yes. I think we can just accept them. We don’t have to mark that as an exhibit.

MS SMITH: Okay, yes.

45 THE DEPUTY PRESIDENT: You can just deal with those administratively. I presume the respondent is aware of the changes.

MS SMITH: Yes, renumbering, but I will explain that to Mr Martin as we go.

THE DEPUTY PRESIDENT: Yes, thank you.

MS SMITH: Yes.

5 THE DEPUTY PRESIDENT: Thank you.

MS SMITH: So we're talking about clause 15.8, adoption leave, and the errors occur on page 66 and 67, and those errors relate to renumbering only. 16.8.1 should be 15.8.1 at the top of page 66, and 15.8.2, second occurring, because there were two
10 listed as that, should be 15.8.3.

THE DEPUTY PRESIDENT: Yes. Very well, we will incorporate those amended pages into the document.

15 MS SMITH: Other than that the changes to clause 15.8.2, entitlement to paid adoption leave, is the removal of the date of effect of this clause. It is now superfluous. There was a typo at clause 15.8.3 in (c) and the word "be" has been included. There was a typo in 15.8.4(b)(1) and (2), they have been rewritten because of the typo. There's no change to the intent there. Clause 15.8.12 is replacing the
20 word "given" with "giving," which was another typo. Clause 15.12 "return to duty whilst on leave" has been amended at clause 15.12.1 to remove the reference to one days leave, and it's replaced with "the hours deducted."

25 Clause 16.4, transitional arrangements in relation to sick leave for part-time members is rewritten to remove reference to sick leave entitlements accrued under the award. Sick leave entitlements are provided for in the Police Service Regulations and not accrued under the award. Clause 16.16, the shift and penalty allowance for part-time members has been rewritten to reflect the new provisions. Clause 20, the police – sorry, physical surveillance services and technical surveillance services provisions,
30 have three amendments. The first is a change to the definition of "normal salary," which is to remove reference to the in-charge allowance. The second is at clause 20.5, surveillance allowance. The surveillance allowance will no longer be paid to this group of members. It will be removed from the award.

35 They will qualify for the new specialist's allowance. What has been included in their provisions is a maintenance provision whereby members who were in receipt of the surveillance allowance and which is greater than the specialist's allowance entitlement will receive a maintenance payment equivalent to the surveillance allowance they received in the pay period immediately prior to 1 December 2010
40 until the specialist's allowance exceeds the difference or the member leaves the position. This maintenance payment will be adjusted annually. Clause – and the third – sorry, the third amendment is at clause 20.7.3, which is rostering in emergency circumstances. This change reflects the contemporary wording in relation to emergency circumstances. It is the same as the change described earlier.
45 There is no change to the intent of the clause.

Now, the same changes I've just described for the physical surveillance services and technical surveillance services have been mirrored for the specialist's capability group in clause 21. There is the change to the definition of "normal salary." The change to the rostering with emergency circumstances wording, and the change to the allowance with this group ensuring a maintenance provision where specialist capability group members will no longer receive their special capability allowance. That will be removed. They will be entitled to the specialist allowance. The specialist group allowance will cease with the exclusion of the dignitary protection people, as I explained previously. This group, the full-time members of the dignitary protection unit are covered under clause 21, as explained, and they will receive – they will continue to receive their special capability allowance whilst they remain in the position.

Clause 24(c), salary sacrifice, has been amended to remove laptop computers and portable printers from the list of items, and that is because tax laws changed very shortly after that was put into the award and it made it an almost impossibility for it to be a viable salary sacrifice item for our members, so that has been removed from the award. Clause 25, public holidays has been amended to include only constables and sergeants as inspectors and commanders no longer receive a shift and penalty allowance. And I believe that's the extent of the award changes. In closing, Deputy President, the EB was an extensive process involving considerable consultation with our members and a number of items in the agreed package have been a direct result of their wishes.

In relation to the public interest, section 36, I would submit that the proposed award is totally consistent with the public interest considerations of the commission. The package and its industrial impact on the provision of policing service in Tasmania is positive. And that concludes my submissions. I thank you for your patience, and the opportunity to present them.

THE DEPUTY PRESIDENT: Thank you, Ms Smith, for the comprehensive outline. Mr Martin?

MR MARTIN: Yes, thank you, Deputy President. I can assure you that I haven't read the submission prepared by Ms Smith, but I will go over and address some of the same topics, so if I can just indulge with you on that. To rewrite it would be a bit awesome and it would be too difficult to do. So with that, Deputy President, it's pleasing to be here today to register what is the successful outcome of many weeks, days and hours of work between the parties negotiating the Police Award. The new award represents a number of reforms and significant changes to the way police officers will now be remunerated.

The changes have also been made to enhance the provision of police services in this state and promote the continual development of a professional police service. Tasmania Police and the Police Association recognise that it is an organisation objective to increase the efficiency of police services provided to the community. To support this objective Tasmania Police and the Police Association recognise the

importance of an award which facilitates effective and efficient service delivery. The objectives are to provide conditions of employment which facilitate Tasmania Police's achievement of a strategic vision and mission, provide a framework which supports skills development and leadership advancement within the organisation by the recognition of specialist squads, recognise the considerable contribution that country police make to their community, reward those members who work unsociable and intrusive hours.

Deputy President, I intend to highlight a number of the key features in the award and explain from the management perspective why the changes have been made. Just prior to commencing that explanation I would like to inform you a little bit of the background on how the Commissioner of Police prepared for the award negotiations. A working party was established by the Commissioner of Police to provide the corporate management group with feedback from the actual members themselves as to what their issues were and what they would like to see in the award. This approach was taken in the last award and it proved extremely beneficial so is believed appropriate to repeat it.

A number of the features in the new award are as a direct result from that feedback. As previously advised, there will be the 3 per cent increases over the life of the agreement, so, Deputy President, I won't actually go into that in detail. The movement of shift and penalties to base, I will just touch on that if I can a little bit from our perspective. As has been explained to you and no doubt you would have already observed that constables and sergeants had – their base rate has increased more than the 3 per cent increase compared to the existing rates. The is due to the 6 per cent that has been moved over to shift and penalties to base. The reason for this is to better reflect the actual income that all constables and sergeants receive.

The Commissioner of Police had extensive modelling undertaken in relation to the existing shift and penalty arrangements for Tasmania when compared with interstate arrangements for working shift work. The result was that our arrangements were on par or better to the other states when an all-up rate, that is, base salary plus penalties for working shift work, that applied at all levels. The adjustment of moving 6 per cent across better reflects the base rate whilst maintaining, and in most cases improving, the overall remuneration package. There is a flow on effect by increasing the base rate for other conditions such as overtime and higher duties allowances.

As part of the movement of the 6 per cent of shift and penalties allowance to the base, it's necessary to remove clause 9.7, recreation leave, and Ms Smith has addressed that appropriately and we believe that it is appropriate to remove that clause, because at the moment, we don't have any day workers, but a shift worker can apply for an exemption for working the shift work. So it was appropriate and necessary to remove that with the 6 per cent going over.

As I indicated just a moment ago, extensive modelling has been conducted on the shift and penalty allowances. From the feedback that was received from members at the forms that the Commissioner for Police had commissioned, it was clear that we

had the 24 hour rotational rate right. That rate now is 21 per cent. The feedback in relation to the non-24 hour rotational member was that there was insufficient recognition within the existing allowance of the unsociable and intrusive hours that members worked when compared to other members. In particular, those members
5 who were in receipt of the 20 per cent allowance.

The membership pretty much across the board believed that the non-24 hour rotational member did not receive adequate payment for the type of roster that they worked. To address this situation, the modelling conducted showed two things.
10 Firstly, that the non-24 hour rotational member did appear to be working shifts that were disproportionate to those of the other shift worker, those that were receiving the previous 20 per cent loading. Secondly, the modelling showed that the other shift worker was perhaps getting too much of an allowance at 20 per cent, or just two and a half percent less than the non-24 hour rotational members in the existing award.

15 To remedy this situation, the controlling authority proposed that a realignment of should occur. The proposal was that non-24 hour shift worker receive an increase, and the other shift worker receive a slight decrease in the rate. This had the effect of better reflecting the level of unsociable and intrusive shifts each group worked, and
20 awarding those members who worked those shifts. To ensure that members received a minimum increase of 3 per cent in the first year, the controlling authority agreed that those members in the other shift worker category would receive fortnightly top-up to ensure that that occurred as explained by Ms Smith.

25 Deputy President, the new shift and penalty rates have been explained to you in relation to the 24 hour worker. Virtually, the status quo remains for them. The new other non-24 hour shift worker, 18 per cent for non-24 hour rates, which is an increase of approximately 1.5, and the 13 is that decrease of 1 per cent that I
30 mentioned. This now means that there is a clear difference of 5 per cent between the non-24 hour shift worker, and the group that is termed other shift worker.

Whilst on the subject of the realignment, the – Ms Smith has spoken about the inspectors. I would add to that that the inspectors – the movement of the 16.4 per cent to base is in recognition that inspectors provide a vital and important
35 management role within Tasmanian Police, and their salaries now reflect that. The 16.4 shift and penalty was previously paid to inspectors in recognition of them working shift work, overtime and not being entitled to public holidays. These expectations remain, and Ms Smith has addressed that in the amendment to the clause for public holidays, which only applied to constables and sergeants.

40 In addition to that movement, the inspectors receive those additional top ups. That's in recognition of the extra expectation those increases will be paid over the life of the agreement and in three instalments, and again, Ms Smith has addressed that so I won't go into that other than to say that the additional payments recognise that
45 inspectors will be required to work hours as demanded by their duties, as explained by Ms Smith, and that there will be no set starting or finishing times.

They will manage their own time in consultation with their supervisor, and there's that clear expectation that they will be working weekends, public holidays, afternoon, and night shift as determined by their duties – so it will be duty driven. Inspectors will however retain the entitlement to 228 hours recreation leave in any

5 year of service. So there's no adjustment to their annual leave entitlement, that remains as it does for the other shift workers. Several clauses have been removed from the previous award to facilitate these new arrangements for inspectors as detailed by Ms Smith.

10 In relation to the commander rates, again, they are for relieving purposes only that appear in the award. Our substantive commanders at the moment are on individual contracts. Deputy President, I would like now to move to the variations that the parties have agreed upon for what is now termed the country and community

15 stations. I would like first to inform you of the changes that have occurred in relation to what was previous the one and two person stations. This group of members are now terms country police, and with the term the parties have negotiated a comprehensive set of new conditions that will apply. The conditions reflect the expectation the controlling authority has in relation to these members, and the vital and important role that they perform in relation to the local area that they police.

20 A country police officer will receive a comprehensive package that amply rewards them for their services at the same time as recognising that their role at times will involve a degree of uncertainty and flexibility. By this, I mean that there is an expectation that a country police officer is expected to respond to any incident

25 requiring a police presence that occurs when their area of cluster when they are on duty or when backing up another police officer within their cluster. A country police officer will receive a 35 per cent loading, and whilst this is the same rate that was previously paid, it is in addition to that 6 per cent overall movement to base. So that's an important fact to appreciate that their allowance has increased, in effect, by

30 6 per cent.

They will also receive that new community assistance allowance that Ms Smith advised, two and a half thousand, which will be indexed and in addition to that, they will pay no rent for their accommodation. Due to the nature of country policing,

35 there will be no set starting or finishing time for a country police officer, and as explained by Ms Smith, they will be shown as on or off. The parties have included safeguards into the award that did not exist under the previous award. The award now provides member with defined breaks where they are required to work excessive hours, and as explained, those excessive hours are in excess of 16 with up to two one

40 hour breaks.

Country members, as explained by Ms Smith, in certain instances, will now be entitled to receive overtime. The circumstances are as set out in the award, and it is now clear as to when and why country members will be paid overtime. Country

45 members will be entitled to 11 days off in a five week period, however, these days cannot be taken in more than four days in a row. The hours of work are based on an

expectation of the 24 7.6 hour days on, which will be worked over a five week roster cycle.

5 The concept of the cluster is now clearly established, and the cluster groups are defined in the award. Country police officers are expected to work as a team within a cluster, and arrange their days on and off in conjunction with each other. Cover for when members are off will be provided by other members of the cluster who are on. In the rare event that the cover is not possible, a member will be able to agree to provide cover – and the word is agree to provide cover – for their cluster and receive 10 availability, and if required, to respond to an incident which they will then receive overtime for. There is a clear expectation from the controlling authority that the country police officer will become involved with their community that they police, and it is a requirement that they maintain as their primary residence, the residence that is provided to them.

15 Deputy President, there is a lot more prescription in the award now than there was in the previous award. This is intentional as there has been in recent times, disputes between the parties which you are no doubt well award of, concerning this group of police officers. It is hoped that the new wording is clear, concise and the 20 expectations and rewards by both the controlling authority and the members are clear. Deputy President, a lot of effort was put into the wording of the award for this group of members, as the nature of their duties is unique in a lot of ways, and I know that you will appreciate the reason for that wording that now appears.

25 The parties have also negotiated new conditions for another group of police officers, and that's the group termed community. And the stations that fall into this group are listed in the award. Members of the stations listed will receive a community assistance and expense allowance. The list, by and large, is made up of country 30 stations, and the list that appeared under the previous isolated area expense allowance. However, there have been the inclusion of a number of new stations to the list. The new term "community police station" reflects just not only the previous stations that were deemed country and isolated, but also now includes stations such as Oatlands and Campbelltown, along with a number of others.

35 The package for this group of stations known as the community assistance allowance is two and a half thousand per annum, along with free rent. To qualify for the package, officers stationed at these community locations will be required, like the country members are also listed, to maintain as their primary residence the residence that is provided to them, and that residence is free of rent.

40 THE DEPUTY PRESIDENT: This free rent notion, that's new is it?

MR MARTIN: That's new.

45 THE DEPUTY PRESIDENT: It previously was charged.

MR MARTIN: Previously, Deputy President, that had – there was either – the rent was – could have been a subsidised rent component.

THE DEPUTY PRESIDENT: Yes. Paid some - - -

5

MR MARTIN: But members had to pay rent in the departmental houses. Now, as part of the package for country and community, those members residing in those houses will pay no rent – it's free of rent. However, there is that requirement to maintain that residence as their primary residence.

10

THE DEPUTY PRESIDENT: Yes.

MR MARTIN: If members in the relevant locations do not occupy departmental residences, then the community assistance expense allowance is not paid. So it's only payable to those members who actually reside in department residences. The change in residence allowance as described will effect the – will be effected by some of this, and Ms Smith has addressed that, I don't need to detail that any more than that. The previous isolated expense allowance has also been varied, it's now called the isolated community expense allowance, and there have been significant increases to the previous allowances.

20

There is no now distinguishing between whether a member has dependents or not. The payment is more in the first two years. Members who access this allowance cannot claim the change of residence as explained by Ms Smith. Another area of significant reform is in the area of our specialist squads, and if I can just go to that and indulge if I may. Previously, members of these areas have had a number of varying arrangement that have applied to their working conditions. These arrangements have varied from a competency allowance being paid, but only to a constable level 11 rate. A varying schedule of percentive payments being made to members who were in squads in a secondary line, and a higher to some full time members who were in the physical surveillance service and police technical support surveillance services, and the special capability group.

25

30

Deputy President, the new arrangements now better reflect the importance that the controlling authority places on the members of those squads it believes warrant remuneration for the members' individual skills. And the training that they undertake to acquire and maintain those skills, the flexibility that the members accept by being in those roles, and for the type of role that it is. The award now has five grades of specialist to be paid. Within each of those grades there is also two levels reflects the acquisition of skills whilst being in the squad. I might add that the limits apply from an individual's appointment to the squad. Prior skills are not recognised for members who rejoin the squad.

35

40

Deputy President, you will no doubt recall the dispute that involved the training days for the special operational group. We have in part resolved the direction that you gave to the parties in relation to that dispute. There is now a clear expectation from both the controlling authority and the police association that a member who is in

45

receipt of a specialist allowance under the award, that they may be required where as planned to work unpaid overtime, which also includes no access to toil for an extra one hour a day, with a limit of no more than five hours cumulative during a gazetted training block.

5

A gazetted training day is 8 hours, this may require members to have their rosters adjusted either prior to or to attending, or when they return from attended gazetted specialist training days to ensure that they work the required hours for roster purposes in their substantive positions. To ensure that members are aware of the training that they will be expected of them, the commander of human resources will require the inspectors responsible for the various specialist groups to provide not less than five working days prior to the gazetted training days, and training planning showing the hours to be used. Where a member is in receipt of a specialist allowance, the commander of human resources cannot deem their training to be exempt from overtime pursuant to the current clause 14.1.8(e) of the new award.

The new payments are made irrespective of the rank of the member, and the allowance is the same for all members and is not percentage based as currently exists. Eligibility is also not based on a member being a primary or secondary role, as it was in the current award in some cases. Deputy President, the previous competency allowances that were in the award have now been replaced with, as I've just mentioned, what the controlling authority believes is a more contemporary, equitable and professional specialist allowance system.

Now, with the introduction of any new system, there are some transitional arrangements required, in this case, a competency the parties have agreed there will be some one-off adjustments. Deputy President, I will just touch on some of those so that it may just flesh it out a little bit more, notwithstanding Ms Smith did an excellent job on it. Where a member who is in receipt of a competency allowance on the day of registration, and they will not receive a specialist allowance at level 2 or above, the member will be advanced one level in the constable range, effective from the first full pay period on or after registration. For example, a member who is receipt of competency for being a radio dispatch officer on the date of registration, and their substantive level is a constable level 6, they will be advanced to constable level 7 on the date of registration. They will retain their original increment date for any subsequent eligible advancement.

There are a couple of other areas that will also require some adjustment to ensure that members will not be disadvantaged by the introduction of the new rates. The first relates to inspectors, and again, Ms Smith has addressed that, so I won't go into that in detail. I will just touch on the constables and sergeants of the special capability, and the surveillance group who previously received a 5 per cent payment under the award. The applicable clauses are 21.5 and 22.5, which are to be deleted.

The result of this is in the majority of cases, it is offset with the new specialist allowance, because it's a flat rate as opposed to a percentage based rate. However, there will be a couple of members who are effective or potentially disadvantaged by

that, and in that case, those members will receive an adjustment as indicated by Ms Smith. There are a few members who previously received the allowance, the dignitary protection people as detailed by Ms Smith. They will continue to receive the allowance until they leave the squad. The maintenance allowance only applies to existing members and not to any person who assumes a role in the dignitary protection. So it's of no disadvantage for those current members.

The in charge allowance is to be deleted, as detailed to you. The controlling authority has for some time been concerned with the effectiveness of this clause, and believes that it needed to go. To ensure that the constables and sergeants who receive the 2.5 per cent allowance have time to adjust to the removal of the allowance, the parties have agreed that there would be that one-off payment as detailed to you to constables and sergeants who are in receipt of the allowance on the day of registration of the new award.

So if a members is currently getting it, when we register it, they will get it, even if they came in a couple of weeks before, and also if they left. The parties discussed this at length for some to work up an equitable approach, and we believe that's the best and fairest one. Deputy President, there are new words included in the award that relate to the functions of the previous role where that previous role has been deemed required by the controlling authority, members will be remunerated by the existing award provisions as detailed by Ms Smith, and also read into transcript.

Another highlight in the award is the introduction of a new clause for constables in frontline position who assume the functions of a sergeant as a result of a short term absence. The new allowance is called a shift in charge allowance, and whilst it operates like a higher duty allowance, it's not actually a higher duty allowance. Those provisions are still maintained in the award with a 76 hour requirement. This is a new allowance, and it's just for when a person steps up and assumes that role of shift in charge. So the calculation is based on HDA principles, but it's not a higher duty allowance, it's a separate and new allowance.

The new allowance is only applicable to 24 hour stations, which includes radio dispatch services and any station that becomes a 24 hour station. The allowance does not apply to constables who assume functions like the divisional or administrative sergeant in those locations. The allowance will be paid in calculated where the constable assumes the role for one entire shift – whether that be an eight hour shift or a ten hour shift, they will get the hourly payment made for that entire shift. This allowance recognises and rewards those constables who are required to assume the role, and most importantly, the responsibility of a sergeant functions in the effected stations. The allowance will take effect from the first full pay period on or after registration.

Deputy President, there is another new allowance that has been introduced, the allowance is called the detectives allowance, and will be paid to members who are designated as a detective. And I think that allowance has been more than adequately described by Ms Smith, so I won't go into that. The meal allowances, which is

another variation to existing, again, that was more than adequately addressed by Ms Smith so we concur with those comments. The previous clause 12.3.2 that related to property purchase – expenses where there was no – not a sale of a property has been deleted, with effect from the date of registration.

5

The previous clause 10, which related to hard to fill isolated positions as indicated by Ms Smith has been deleted, but what I will point out to you, that whilst it has been replaced by a new clause, and the date of effect is going to be from registration, that there are some elements of existing hard to fill contracts that are still on foot. So those contracts that have not already expired, will be honoured up until the date that they had expired. So a number of the contracts provided for rental reimbursement, and naturally those elements will no longer apply, however, there were some other elements in the hard to fill contracts that went to AUSTAR, the provision of AUSTAR, some power and the like, separate letters will be written to those members letting them know that those contracts will be honour until they actually expire.

15

THE DEPUTY PRESIDENT: So that's really a recurring theme throughout the whole agreement, isn't it? That where these changes have occurred, arrangements are put in place so that individuals are not disadvantaged.

20

MR MARTIN: Very much so, Deputy President. The parties negotiated in good faith along those lines, and worked hard to come to a compromise as to how that would be.

25

THE DEPUTY PRESIDENT: Yes.

MR MARTIN: As illustrated with the officer in charge weight and what date that would be, having determined that people wouldn't be disadvantaged, or would be compensated for when some of those words were put in. I will just explain a little bit more on the tertiary qualification advancement. Deputy President, with the close links that Tasmania Police has with the University of Tasmania, and the inclusion into recruit training of academic units that are accredited by the University of Tasmania, recruits who have graduated or will graduate after course 1 of 2009 will do so with a 187.5 per cent of a degree in Bachelor of Social Science (Police Studies). The clause - - -

35

THE DEPUTY PRESIDENT: Just explain that to me. 187.5 per cent of a degree?

40

MR MARTIN: Yes. A degree.

THE DEPUTY PRESIDENT: That means to me you've got one degree plus 87.5 of the next degree.

45

MR MARTIN: No, not quite, Deputy President. The existing award talks about 150 per cent, I can assure you, getting your head around it – the easiest way to explain it is that a unit is worth 12 and a half percent, and you have to complete so many units to get the degree. And in this case, it adds up to 300 per cent.

THE DEPUTY PRESIDENT: Okay, thank you. Yes.

MR MARTIN: So I concur with that it was certainly when I first came into the organisation looking at a clause that if you get 150 per cent, you get an increase,
5 where it was only part of - - -

THE DEPUTY PRESIDENT: yes.

MR MARTIN: So if that explains that to you. Hence, as Ms Smith said, our
10 graduating – current graduating recruits would automatically go to that higher pay band. That’s not the intention, particularly when the controlling authority pays for that – all those – the costs associated with attaining that 187.5 per cent. However, the wording remains for those members who have graduated prior to, who we would encourage to go on and complete part and the obvious go on and complete the
15 degree. So there was a requirement to get the words right, so we knew who weren’t to get it and who were to get it.

Deputy President, the controlling authority believes that the new award represents a significant advancement in the way that Tasmania Police members are remunerated.
20 With the introduction of the new conditions and the variation of existing conditions, the adjustments to the shift and variation to that. The adjustments are unquestionably some – with those adjustments, the current rates that Tasmania Police officers will receive has unquestionably some of the most competitive arrangements at all ranks of any police jurisdiction in Australia. Deputy President, the – once it’s registered, I
25 would just like to make a couple of comments when the actual money will flow, so to speak.

THE DEPUTY PRESIDENT: Yes.

MR MARTIN: A lot of the arrangements will take effect from the date of registration, some will be from the first full period on or after. Items like the cessation of rent, we can pretty much put into effect immediately. Some of the new – the shift and penalty allowances and the new salary rates will take a little bit longer. The parties – we have spoken together on this and it’s generally
35 acknowledged that there will be considerable calculating required because of the movement of 6 to base, the new shift and penalty rates and overtime recalculating. So those – the actual new rates may not be reflected in the members’ pay for another one or two pays.

THE DEPUTY PRESIDENT: Yes.

MR MARTIN: The Police Association recognises that to be the fact, but wherever we can, it will be from the date of registration. Having said that, if the commission
45 pleases.

THE DEPUTY PRESIDENT: Yes, thank you, Mr Martin. Firstly, may I congratulate the parties on reaching this extremely important agreement and - - -

MS SMITH: Just a couple of comments, if that's all right, Deputy President.

THE DEPUTY PRESIDENT: Yes.

5 MS SMITH: Just a couple of observations with Mr Martin's comments. In relation
to the specialist squad training and the unpaid overtime component, in my
submission, I made it clear that as far as we are concerned that the unpaid component
of the overtime would not relate to travel from members travelling from the north
and the northwest. Mr Martin just did mention that it could include, prior to or after
10 the eight hour shift, ensuring that people start training on time. Our understanding of
this is that the unpaid component relates to the actual training per se, and that - - -

THE DEPUTY PRESIDENT: Mr Martin.

15 MR MARTIN: Deputy President, on that I apologise if that was interpreted what I
said, that certainly wasn't the case. It's clear the award is quite prescriptive in there,
it wasn't in relation to the travel to and from , so if - - -

THE DEPUTY PRESIDENT: So that's clarified.

20

MR MARTIN: That's clarified.

MS SMITH: That's clarified, thank you, Mr Martin. And the only other thing I
would make mention of is that we have done our very, very best to ensure that
25 members are not disadvantaged in this negotiated package, however, the
disadvantages are not fully offset, there are a couple here and there that will be
disadvantaged as a result of their particular circumstances, the particular position that
they hold, where they are at their levels with their salaries. But we've looked at that
overall, and we haven't been able to satisfy every single member in relation to
30 disadvantaging them and making sure that we've offset it appropriately. So I just
thought I would clarify that with you, there is one or two people there that will be
disadvantaged.

The only other thing I would like to say is that Mr Martin spoke to you about how
35 the controlling authority consulted with the membership and it's been – it was a
successful outcome for them. The Police Association is and always will be in the
best position to represent the interests of their members. We consult extensively as
well and our feedback to us is always direct and unrestrained and that will be my
closing comments, thank you, Deputy President.

40

THE DEPUTY PRESIDENT: Thank you, Ms Smith.

MR MARTIN: Deputy President, I must admit I – it would be remiss of me – I
certainly didn't again make any suggestion along those lines, it's just purely that the
45 Commissioner of Police tasked the working party to go out and talk to the members –
the members of the police service – they were quite free-ranging as well. In addition
to that, the Commissioner of Police, throughout the negotiation kept members of

Tasmania Police informed via email and bulletin boards. The entire package was also put up on – like an interactive intranet site so members could go on and see what the effect of the new offer would be prior to the vote. So there was no inference about the consultation in any way.

5

THE D.PRESIDENT: Yes, I think I fully understand the respective positions of the parties on that question. As I was saying, I do congratulate the parties on reaching this important agreement and particularly I note that a number of the issues which have been disputation in the past have been addressed in this agreement. Secondly, I congratulate the parties on the standard of documentation – high standard of documentation – something to which we’ve happily become accustomed to in these proceedings. I have no hesitation of indicating that the application will be granted, operative the beginning of the first pay period to commence on or after 1 March 2011, except where otherwise specified. A formal decision to that effect will be issued in the next few days, together with the order reflecting the new consolidated award. Thank you for the comprehensive manner in which you’ve addressed these proceedings. The commission stands adjourned.

20 **MATTER ADJOURNED at 11.15 am INDEFINITELY**

Index of Witness Events

Index of Exhibits and MFIs

EXHIBIT #A1 IN-PRINCIPLE AGREEMENT	P-2
EXHIBIT #A2 IN-CHARGE ALLOWANCE	P-11