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## TRANSCRIPT OF PROCEEDINGS

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O/N 75947

### TASMANIAN INDUSTRIAL COMMISSION

### COMMISSIONER T.J. ABEY

**T No 13104 of 2008**

### POLICE AWARD

**Application pursuant to the provisions of section 23(2)(b)  
of the Industrial Relations Act 1984 lodged by the Police  
Association of Tasmania to vary the above award re Clauses 4,  
5, 6, 7, 11, 12, 14, 16, 21, 22, 23, 25 and 28**

**HOBART**

**9.30 AM, THURSDAY, 6 MARCH 2008**

**This transcript was prepared from tapes recorded  
by the Tasmanian Industrial Commission**

THE COMMISSIONER: Yes, I'll take appearances please.

MR M. KADZIOLKA: Good morning, Commissioner, Mark Kadziolka appearing for the Police Association of Tasmania.

5

THE COMMISSIONER: Thank you, Mr Kadziolka.

MR T. MARTIN: Good morning, Commissioner, Tony Martin, appearing for the Commissioner of Police.

10

THE COMMISSIONER: Thank you, Mr Martin. Mr Kadziolka, what's this about?

MR KADZIOLKA: Thank you, Commissioner. What we have before you today is the product of many months of negotiations in our enterprise bargaining process, and what we seek to do is to ratify that, the negotiated outcome in an award. If it pleases the Commission what I'll do is I'll go through the items in the agreement in principle package, and refer to the award variations that we're seeking in light of that, and hopefully it will be clear.

15

20 THE COMMISSIONER: Okay, thank you.

MR KADZIOLKA: First exhibit I'd like to tender, Commissioner, is the in principle agreement between the association and the controlling authority.

25 THE COMMISSIONER: I'll mark that A1, in principle agreement.

**EXHIBIT #A1 IN PRINCIPLE AGREEMENT BETWEEN THE ASSOCIATION AND CONTROLLING AUTHORITY**

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MR KADZIOLKA: Thank you. Where I'd like to start, I think the introduction in the preamble is self-explanatory, where I'd like to start is at the period of agreement. The agreed date of operation is the first full pay period from the date of decision unless otherwise specified and that is all contained in clause 4 of our proposed award. I'd just like to alert the Commission to the fact that today is the beginning of the full pay period, so if the decision is issued today it will become effective today. I'm not trying to hurry the commission, I'm just alerting you to that fact.

35

40 There is a no extra claim commitment to 30 June 2010 which is reflected in the award at clause 28 and applies to both parties. I'd just like to refer to a previous matter before the commission in light of the no extra claims commitment, it's T12910 which was a travelling time dispute. You made comments in that decision, sir, in relation to it being appropriate to progress it through the EB process. The parties have not done that. We did look at it at that time, but what we have is a commitment from the employer that the matter – the no extra claims commitment effectively will not impact on resolution of this matter. I'd just like to tender an exhibit to that effect, signed by the Acting Deputy Commissioner of Police, Mr Hine.

45

THE COMMISSIONER: That will be A2, correspondence from the department dated 16 January 2008.

5 **EXHIBIT #A2 CORRESPONDENCE FROM THE DEPARTMENT DATED  
16/01/2008**

10 MR KADZIOLKA: I'd just like to refer to the – put the agreed words on record:

*The parties agree to continue negotiations on this issue with the objective of resolving it by agreement. If agreement is unable to be reached the parties accept that the Tasmanian Industrial Commission's decision in T12910 of 2007 remains applicable and the terms of the EB agreement will not affect or hinder either party's right to pursue this matter to conclusion.*

THE COMMISSIONER: Yes.

20 MR KADZIOLKA: Thank you, Commissioner. The agreement provides for salary increases which are found at clause 8 of the award. The first one is backdated to 1 December – first full pay period on or after 1 December 2007, that is an increase of 3.2 per cent. There are annual increases for the subsequent two years of 3.3 and 3.5 per cent. Now, these increases, Commissioner, need to be explained in conjunction with the front line competency allowance, which is item 4 in the agreement. So we'll jump 3 for the time being.

30 What's happened is that the allowance has been deleted, the front line competency allowance has been deleted, with the 1 per cent being subsumed into salary from – it was subsumed into salary and then the increases awarded on top of that new salary. So from 1 December which would be column A in the proposed award, that is the incorporation of the front line competency allowance.

THE COMMISSIONER: Yes, and the previous allowance was 1 per cent, it's no longer there.

35 MR KADZIOLKA: That's correct, it's no longer there. In addition, Commissioner, the definition of normal salary at clause 7 has been deleted – the definition of normal salary has been amended by deleting front line competency allowance. Referring back to the agreement in principle, item 3 the 24 hour shift and penalty allowance has been increased from 26.25 per cent to 27, and that is reflected in subclause 20.2.4 of the award, and consequently there are also a couple of other amendments that I will refer to later. Now, I'd just like to indicate that initially I'd like to refer to the major award changes when going through the agreement in principle and then I'll capture the remainder, including some correction clarification matters that the parties have agreed to but don't relate to EB.

Item 5 in the agreement in principle is competencies qualifications. Now, the method of recognising skill based competency will change from the date of this

decision, if it's ratified to payment of allowances instead of the current salary advancement. Where an entitlement to competency advancement occurred prior to this date it will remain under the old system. Effectively the allowance equates in money terms to advancement to the next level which was provided for previously, up  
5 to including level 12. The major difference, Commissioner, is that the allowance will be paid for the duration of the appointment, rather than the member receiving a permanent advancement by one level on achieving a competency. So it's payable while the person is in the area.

10 A maximum of two competency allowances may be paid concurrently. The primary competency refers to the member's primary role, with the secondary referring to one they aren't required to do full time, and I'll give you an example of what that means. You could be a detective, receive a detective competency and also be a part time  
15 allowance and a secondary hostage negotiation.

THE COMMISSIONER: Yes, you would like to think that was a part time occupation.

20 MR KADZIOLKA: Hostage negotiation?

THE COMMISSIONER: Hostage negotiation.

MR KADZIOLKA: Yes, you don't want it to arise too regularly. Qualifications,  
25 still under 5 in the agreement. These changes were proposed by the Commissioner and recognise the acquisition of approved qualifications. I refer to 851C(2) in the award for constables which relates to advancement to level 13(1) and the new 13(2) which recognises the qualifications and attainment of a qualification to be promoted. So to go to the new 13(2) you now need both of those things.

30 There is a sunset clause relating to the ability to go to level 13 as it currently stands for specialist positions, that's in C that will cease to be available beyond 1 December 2008. Still with the qualifications I'd refer the Commission to 852B(2)(f) for the sergeants and it provides for accelerated advancement an additional salary level in a  
35 similar vein to constables at level 7(2). And I'd draw your attention to 852G which provides that a constable when they're at level 13(2) if they do higher duties allowance they will be paid at a level 2 sergeant.

40 For inspectors I refer you to 853 and that provides for accelerated advancement on promotion and also for progression to the new level 5(2) for approved qualifications. The next item in the agreement is conditions for inspectors and I've touched on conditions for inspectors. An allowance has been added for inspectors who are required to undertake a specific project in addition to their normal duties. They will  
45 at the discretion of a controlling authority be paid an allowance up to the award rate for commander for the duration of the project. That in the award is 853D.

As part of the conditions packages for inspectors, all inspectors may now progress to level 5(1) subject to satisfactory performance. Advancement to level 5(2) as

discussed a little bit earlier, is subject to the attainment of qualifications at graduate diploma level or equivalent. The next area of the agreement is availability stand by. These rates have increased as you would have notice. I would just like to give a little bit of background. In 1986 the availability rate was 72 – I beg your pardon, 74.21  
5 cents per hour, and it's increased periodically over time to \$1 and in our view and that of the controlling authority, that effectively lost relevance.

Therefore the agreed rate will be \$2.50 from the first full pay period on or after 1  
10 December 2007 and increasing in line with salary rates over the life of the agreement. The minimum payment has increased proportionally to that increase. Stand by has been similarly listed in line with that. If I could next go to carer's leave. Agreement has been reached to vary this entitlement by increasing the number of available days to 10 in line with recent change to the standard, and broadening the availability to include where a child carer is unable to – I'll restart  
15 that – where a child carer is unable to care for a member's child due to unforeseen circumstances. This agreement reflects the commitment by the parties to family supportive conditions. The clause has been otherwise rewritten for clarity sake just to tidy up the wording.

20 THE COMMISSIONER: Yes.

MR KADZIOLKA: Next item, Commissioner, is: 9 Salary Packaging which you will find at clause 25 in the award. This has been expanded to the items which are listed which are available in the public sector generally, and in addition to those  
25 generally available provisions there will be the ability for our members to salary sacrifice for residential rent where the premises are leased from the controlling authority. It's agreed by the parties also, Commissioner, that as other items become available to the public sector generally they will be flowed on to police.

30 The next item, Commissioner, is attending court whilst on recreation leave. This unfortunately is a common occurrence in policing. There is very little control over this issue and it was felt by the parties that there needed to be some improvement in relation to how members are treated when they're required to return. I refer to clause  
35 16.9.1(f) in addition to the current entitlements members who are recalled to duty to attend court while on recreation or long service leave will be paid single time for the time they're required to resume and also be paid for their travel time.

The next area, Commissioner, is: 11 physical surveillance services and police technical support surveillance services. The conditions for these members and that is  
40 specifically the rostering flexibilities and the shift work – beg your pardon, the shift and penalty allowance have been varied, have been aligned with the award provisions of the specialist capability group. I'd like now to quickly run through if I may the other changes in the award, to pick up the remainder to the – or to explain the remainder for the commission's information.

45 THE COMMISSIONER: Yes.

MR KADZIOLKA: I'd like to first refer to the index expense allowances. This is actually an amendment to your copy, Commissioner. Where it says, "incidental expenses on training courses," "on training courses" needs to be deleted, those words, just those words and if I may make application to vary - - -

5

THE COMMISSIONER: Where do I see that?

MR KADZIOLKA: It's under Expense Allowances.

10 THE COMMISSIONER: Yes, "incidental expenses," have I got an updated copy?

MR KADZIOLKA: I beg your pardon. I'm looking at - I'm sorry I thought that was still in. Hopefully there won't be another glitch like that, although I can't guarantee it. We'll move from the index to - if I can refer you to clause - I beg your pardon, page 13, 8.2.6 there is a variation here from the pre-existing words. What we've added is:

15

*Of the controlling authority being advised or becoming aware of the shortfall -*

20 That's just to make it clear, "or becoming aware of the shortfall" those words make it clearer - makes the intention clearer of the provision. 8.4 performance assessment. There's been a change here and it just reflects the movement to an allowance that was competency based you would recall, is now an allowance. Next page 8.4.4, 8.4.6, 8.4.7 they all reflect the change for the allowance.

25

If I can now take you to page 16, I have mentioned the move to allowances for competencies, but I'd just like to alert the commission that although these competencies are the same as previously - what was produced is the same as what previously existed in the number and names of them, there has been a review regarding the competencies between the parties and the controlling authority believed that it needed to reflect the training and other requirements being appointed to the area, and the outcomes of those discussions regarding criteria for recognition as well have been incorporated in the new wording you have for the competencies. So the competencies, the wording does reflect the agreement of the parties.

30

35 THE COMMISSIONER: Right.

MR KADZIOLKA: Clause 9, more particularly 9.1.5, we've introduced what is effectively a no disadvantage clause and it reflects what currently operates. The next one, Commissioner, is on page 27, there's been a deletion from the old 9.4 has been deleted, specialist allowance, it's redundant as a result of the last EB effectively. There's a change to the top. We've gone through and where "department" occurred - "departmental" occurred with a small "d" the "d" has been capitalised. Page 28, 9.4.2 the police - at (e) the police technical unit has been added as a secondary role.

40

45 Page 29 the changes there just reflect renumbering. On page 29.7, I referred to it earlier, the front line competency allowance is deleted. Page 32, the incidental expenses on training courses is deleted and that's what I was referring to before in

the index. It was captured there, but not here, “on training courses” is deleted.  
Effectively, if I can - - -

5 THE COMMISSIONER: So that should be crossed out, should it, “on training - - -

MR KADZIOLKA: Effectively, what the parties have agreed to is to broaden the scope of this allowance to include a policing response, effectively where people are working and they are entitled to it, and there is an example recently where it was fair and reasonable that members be paid, but it was felt that they weren’t eligible. So  
10 we changed the wording to broaden the scope of payment.

THE COMMISSIONER: No objections Mr Martin?

15 MR MARTIN: No objection, Commissioner.

MR KADZIOLKA: Page 34, 11.6.1, the wording has been tidied up to make it more easily understandable. Page 44, 12.3.9 has been deleted, it’s just a redundant date of operation. Go now all the way through to – they just refer to the physical surveillance and police technical support surveillance service, it’s a new clause for  
20 that. It’s a rewritten clause which is 21.

THE COMMISSIONER: What page are we on now?

25 MR KADZIOLKA: Page 88, Commissioner.

THE COMMISSIONER: Right.

MR KADZIOLKA: I’d just like to refer to that in conjunction with the specialist capability group. In relation to the shift and penalty allowance, the wording for both  
30 of those have changed to – with the change to the amount for the 24 hour shift workers, the wording has changed to the shift and penalty allowance for both those groups to reflect that, and that says basically equivalent to a 24 hour rotational shift worker. I just wanted to point that out, Commissioner.

35 If we can go to page 95, 21.10, out of pocket expenses allowance, that has been put into this clause. They have been paid it in the past, it’s now just formalised. And for your information also there was a detective designation under this clause previously, that has been removed as part of the bargaining process. Dog handlers on page 101 –  
40 actually before dog handlers there’s 22.10, that is another redundant date of operation. If we go to the dog handlers, that definition of member has removed specific reference to explosive dogs. The reason being that there may be other types and it broadens the scope of recognition.

45 THE COMMISSIONER: Yes.

MR KADZIOLKA: On the next page, Commissioner, 23.2.1 there is an update to that allowance which reflects the formula in 23.2.3, so that just reflects – the amount just reflects that. In relation to 23.3.1 on the same page, the recognition of specialist

positions will cease to have effect from 1 December in the same manner as the general provision. If you go to page 105 at 23.7 the date of operation there has been deleted as redundant. In relation to page 107, with the salary sacrifice I've explained what's been included, there have been a couple of deletions from that clause. The  
5 old provision, part of that has been done away with and redundant date of effect has also been deleted. And that, Commissioner, is the extent of the award changes. I think I've referred to everything that's happened.

10 THE COMMISSIONER: Thank you. Go on.

MR KADZIOLKA: In relation to the EB process it's been an extensive process. There has been considerable consultation with our members and a number of items in the agreed package have been a direct result of their wishes. I'd just like to address the wage fixing principles, I refer to principle 3 and submit that the agreement  
15 conforms to the requirements and our members are not disadvantaged by this package. In relation to principle 13(3) there is agreement by the parties to reflect the salary and conditions of our members in this document. In relation to the public interest, Commissioner, section 36 I indicate that the proposed award resulting from the bargaining process is totally consistent with the public interest considerations of  
20 the commission.

It is economically sustainable and its industrial impact on the provision of police services of Tasmania is positive. That, Commissioner, is the extent of my submissions and I thank you for the opportunity to present them.  
25

THE COMMISSIONER: Yes, thank you, Mr Kadziolka. Mr Martin?

MR MARTIN: Thank you, Commissioner. Commissioner, the Commissioner of Police is pleased to recommend the variations and consolidation of the police award.  
30 The variations that are before you today are as a direct result of the combined effort by the parties to arrive at an agreed outcome. The Commissioner of Police took a particular interest in what his officers were seeking in a new award, and to that extent he undertook an extensive consultation process throughout the state.

35 From the feedback from that exercise the Commissioner was able to ensure that some of the issues, such as the higher shift and penalty allowance for 24 hour shift workers was recognised and included into this award. Commissioner, the new award also has new pay points as Mr Kadziolka has already pointed out, at the rank of constable, sergeant and inspector, specifically designed to both recognise and encourage higher  
40 education qualifications. This was of particular importance to the Commissioner of Police and his strong desire for the Tasmanian community to be served by the best police force in Australia and the promotion of policing as a profession through the appropriate recognition of tertiary qualification.

45 Commissioner, the award variations provide conditions of employment that would facilitate the department's achievement of its strategic vision and mission. The award also provides a framework that supports skills development and leadership advancement within the organisation. Commissioner, the variations to this award we

believe meet the principles of this commission and are in the public interest. If the commission pleases.

5 THE COMMISSIONER: Yes, thank you, Mr Martin. Having heard the parties and  
reviewed the file I'm quite satisfied that the agreed variations are consistent with  
both the wage fixing principles and the public interest requirements of the Act. The  
award will be varied operative from the first pay period to commence on or after  
today, which is 6 March 2008 and a formal decision to that effect will be issued in  
10 the immediate future. It only remains for me to congratulate the parties on a much  
productive outcome, and it augurs well for the future. On that basis the commission  
stands adjourned.

**MATTER ADJOURNED at 10.10 am INDEFINITELY**

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