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TRANSCRIPT OF PROCEEDINGS

O/N 0493

TASMANIAN INDUSTRIAL COMMISSION

COMMISSIONER T.J. ABEY

T No 11494 of 2004

POLICE AWARD

**Application pursuant to the provisions of
section 23(2)(b) of the Industrial Relations Act 1984
by the Police Association of Tasmania to vary the
above award re Clauses 2, 3, 4, 5, 6, 7, 8, 9, 11,
12, 13, 14, 15, 16, 17, 19, 20, 25, 28 and
consolidate the award**

HOBART

9.30 AM, FRIDAY, 28 MAY 2004

HEARING COMMENCED

[10.05am]

PN1

MS BRADFORD: This is an application by agreement with the agency, Commissioner. The intention of this application is to consolidate the existing award with the most recent round of workplace bargaining and the new salaries and conditions associated with that. I will summarise those changes resulting from the recent round of workplace bargaining and also some other minor variations not resulting from the wage round but that reflect current practice.

PN2

I will also address a non-award area and also another matter that is not included in the award but which is in the in-principle agreement document resulting from the workplace bargaining, and finally I will address the wage fixing principles and the public interests in relation to the application. To assist in understanding the outcomes of the recent wage round, I tender the in-principle agreement document signed by the Commissioner of Police and the President of the Police Association.

PN3

THE COMMISSIONER: I will mark that A1. Just - if I go off the record for a moment.

OFF THE RECORD

[10.06am]

RESUMED

[10.07am]

PN4

THE COMMISSIONER: I will mark that A1.

EXHIBIT #A1 IN-PRINCIPLE AGREEMENT DOCUMENT

PN5

MS BRADFORD: Thank you. So this document reflects the negotiated position reached between the parties. The document, although not dated, was signed on 26 March 2004. The wage offer and conditions offer was put to our members by way of a ballot conducted by the Electoral Commission and it was overwhelmingly endorsed. The in-principle agreement document has been used as a guide to develop the variations now sought. The application, Commissioner, contains two documents. One is the draft consolidated police award and the other the explanation document detailing the variations. You will see that the proposed award is printed in three different colours. Have you got that before you?

PN6

THE COMMISSIONER: Yes, I have.

PN7

MS BRADFORD: By way of explanation, the black print means there is no change to the existing award. The blue print represents the variations sought in

our previous application T11493 of 2004 and the red print represents the new variations. It is my intention to briefly summarise all the variations sought in the red print.

PN8

THE COMMISSIONER: Yes, thank you.

PN9

MS BRADFORD: I will work through the award from the beginning and will highlight which changes resulted from the wage round and those that have been generally agreed upon. I may only refer to the in-principle document that is now an exhibit briefly to point out the non-award matter and the other matter not included in the award. In summarising the most recent workplace bargaining round there has been a 27.5 per cent wage increase on the base salaries for different ranks and levels within ranks.

PN10

There is also an additional level to the constable and sergeant rank and two new additional levels to the rank of inspector. Clause 8.5 of the award relating to accelerated salary advancement has been modified. A specialist allowance at clause 9.4 will no longer be available to members. There has been a couple of amendments within the rostering provisions to provide additional flexibility. There is an amendment to the shift and penalty allowance provisions for inspectors, a change to the hours of duty for commanders, also known as superintendents, and a new clause relating to lateral entry in accordance with the new Police Service Act.

PN11

There is an amendment to the flexibility in service at clause 13. The introduction of child-care costs in specific circumstances and new salary sacrifice provisions that is dependent upon legislative change. That summarises the changes from workplace bargaining. I will also speak to the issue of long service leave and one and two-person stations which were both matters that arose during the bargaining period but not included in the award. So commencing from the beginning. Clause 2, Scope. The term superintendent is deleted and replaced with commander, this occurs throughout the award.

PN12

THE COMMISSIONER: Are you referring to the - right, you are referring to this summary document effectively rather than the consolidation itself?

PN13

MS BRADFORD: Yes, I suppose I am. Yes, I am.

PN14

THE COMMISSIONER: There are two documents in the file. One is the consolidated award.

PN15

MS BRADFORD: That is right.

PN16

THE COMMISSIONER: And then in addition to that there is a document headed up Police Award - replace existing police award number 1 with a new

police award, attached is the proposed new etcetera, etcetera, and the colour coding - that is the one you are referring to?

PN17

MS BRADFORD: Yes, Commissioner, that is right.

PN18

THE COMMISSIONER: Thank you.

PN19

MS BRADFORD: That summarises all of the changes that are in there.

PN20

THE COMMISSIONER: Yes.

PN21

MS BRADFORD: That is right.

PN22

THE COMMISSIONER: Yes.

PN23

MS BRADFORD: So the term "superintendent" is deleted and replaced with "commander". This occurs throughout the award. The designation of commanders to replace superintendents was made by the Commissioner of Police in 2000, and the new police service legislation now reflects the rank of commander. Clause 3, Arrangement. This has been varied consequentially to take into account the variations to the body of the award. Clause 4, Dates of Operation. This is self-explanatory and only affects the operative dates for the staged salary increases. There are no other dates of operation contained within that clause.

PN24

While some clauses have been amended to reflect the new dates and percentage increases, clause 4.5, 4.6, 4.7, 4.8 and 4.9 are now deleted. Clause 5, Supersession and Savings. This is self-explanatory. It is deleting 1997 and replacing with 2001. Clause 6, Parties and Persons Bound, has now been varied to reflect the title of commander as has the definitions of member and officer in clause 7, Definitions. Clause 8, Salaries. The table of new rates appears at clause 8.1.1. The staged increases are from the first full pay period from the date specified at the top of each column.

PN25

The column that states as at 1 January is the current base salary rate. The new rates at column A are 3.5 per cent from 1 July 2004. Column B, 8 per cent from 1 December 2004. Column C, 8 per cent from 1 December 2005, and column D, 8 per cent from 1 December 2006. You will also note that the designation of superintendent has changed to commander at the bottom of the page. The new pay levels at level 13 for constable, level 7 for sergeant, and levels 4 and 5 for inspector are in the table and I will speak to them a little bit later.

PN26

Clause 8.3, Accelerated Salary on Appointment. Clause 8.3.1 has been varied to reflect the appointment provisions of the new police service legislation relating to lateral entry. Clause 8.3.2 has been amended. Recruit constables are now referred to as trainee constables and the new terminology occurs throughout the

award. Clause 8.5, Annual Salary Increment and Competencies. There are variations to all the ranks within this clause.

PN27

With the rank of constable at clause 8.5.1, the level 9 barrier has now been removed which means now that constables can progress to level 12 without having completed one of the listed competencies in clause 8.5.1E. The advancement through the levels remains the same through anniversary dates and subject to a satisfactory performance assessment. Constables who are currently on level 9 and who have not been able to advance to level 10 due to not having completed the competency can now do so on their anniversary date that falls after 1 July 2004.

PN28

Advancement to the new constable level 13 will be restricted to those constables who have successfully completed the sergeant qualifying course or who have qualifications approved by the Commissioner or who have been appointed to a specialist position approved by the Commissioner. It should be mentioned that those constables who are currently in receipt of the specialist allowance at clause 9.4 will receive level 13 from 1 July 2004 in lieu of that allowance as the specialist allowance will no longer be available.

PN29

Level 13 equates to the same amount as the specialist allowance in terms of remuneration. Constables who have been on level 12 for 12 months who are eligible to receive level 13 as at 1 July 2004 will go to level 13 from that date, and those who receive level 13 in respect to a specialist position will continue to receive level 13 when they are no longer in the specialist position. The competencies listed in 8.5.1E all remain. Dog handlers have been included as an extra and the wording of most competencies has been varied to show that a constable must be trained wherever necessary but also appointed and confirmed in a position that relates to the competency.

PN30

These competencies provide the ability for a constable to salary advance by one level upon achieving a competency. This will now be restricted to one advancement per year and to a maximum of two accelerated competency advancements from the list of competencies in 8.5.1E from 1 July 2004 to 30 June 2007, so there has been a restricted position put in place. Then from 1 July 2007, the Commissioner of Police will determine competencies that will remain and any new competencies. The Commissioner of Police will consult with the police association in relation to approving any new competencies.

PN31

Whilst restrictions have been placed on salary advancement with competencies under clause 8.5.1E, constables also have the ability to advance one salary level for each of the following qualifications. Successfully completing qualifying process 1, also known as QP1, and qualifying process 2, also known as QP2, for sergeant level.

PN32

To clarify that, the constable must complete both QP1 and QP2 to salary advance by one level, also successfully completing sergeant qualifying or 150 per cent of the Bachelor of Social Science police studies or equivalent tertiary qualification

approved by the controlling authority, and lastly he has successfully completed the Bachelor of Social Science police studies or equivalent tertiary qualification approved by the controlling authority.

PN33

Clause 8.5.2 relates to sergeants and this has been varied to include the new level 7 and also a new provision which provides for salary advancement for sergeants. Upon promotion to the rank of sergeant, the officer commences at level 1 unless otherwise approved. The new police service legislation provides for probationary periods upon promotion. However, the probationary period cannot exceed 12 months.

PN34

In this context, advancement to sergeant level 2 will occur after probation, that is, if a probationary period is imposed and confirmation of appointment. There very well may be the ability to advance to level 2 immediately if no probationary period is imposed and the appointment is confirmed. A sergeant who has successfully completed in respect to qualifying shall advance by one level in the - sorry - in the sergeant range. This is effective from 1 July 2004 for advancement up to level 6. So that has given them the ability to advance within their range.

PN35

Advancement to level 7 will occur for a sergeant who has been at level 6 for 12 months and who has successfully completed the inspector qualifying course or who has approved tertiary qualifications at degree level. The 12 months at level 6 is deemed to commence from 1 July 2004. This clause also specifies that a police officer performing higher duties at the rank shall be paid at sergeant, level 1. Clause 8.5.3 relates to inspectors. Upon promotion to the rank of inspector the same process will be followed as that for the rank of sergeant in relation to probation and advancing to inspector level 2.

PN36

Two new salary levels have been introduced to this rank. Advancement through the levels up to level 4 is by the usual means of anniversary dates and a satisfactory performance assessment. Advancing to the new level 4 will occur where an inspector has been on level 3 for 12 months but the 12 months is deemed to have commenced from 1 July 2004. In effect, no inspector will be able to advance to level 4 until 1 July 2005. Advancing to level 5 will occur for inspectors who have been on level 4 for 12 months and who have successfully completed qualifications approved by the Commissioner of Police.

PN37

This clause also specifies that a police officer performing higher duties at the rank of inspector is paid at inspector level 1. Clause 8.5.4 relates to superintendents and has been varied to reflect the new title of commander and includes reversion rights to award salary for those commanders eligible as specified in their instrument of appointment. The clause also specifies a salary level for police officers performing higher duties at the rank of commander. Clause 8.6, Salary Retention. Reference to the specialist allowance at 9.4 has been removed as it will no longer be available from 1 July 2004.

PN38

Clause 8.7.2, Classification Standards. All reference to recruits has been changed to trainee. Also the word "and" has been included in the last line of clause

8.7.2A. Just to clarify that issue. Clause 8.7.4 has been varied to reflect the new title of commander. Clause 9.3, One or Two Person Station Allowance, 9.3.2 is deleted as it referred to an operative date and is no longer necessary. Clause 9.3.3 to 9.3.7 have been renumbered to 9.3.2 and 9.3.6, and 9.3.8 is deleted as the joint review that this clause spoke of has been completed and agreed upon with one outstanding matter and that matter is to be monitored and reported upon by 30 June 2004.

PN39

Clause 9.4, Specialist Allowance. This allowance will no longer apply from 1 July 2004. As explained earlier, those constables who are in receipt of the specialist allowance as at 30 June 2004 will receive constable level 13 from 1 July 2004. From 1 July 2004, the Commissioner of Police will determine which specialist positions will attract constable, level 13. Now, I have realised that there is a typographical error with this clause in that subclause C should read 8.5.1C(2) and not 8.5.7C(2), so I seek to tender the amended page.

PN40

THE COMMISSIONER: Yes, thank you.

PN41

MS BRADFORD: There has been a minor amendment to clause 9.5.2 to reflect the new title of the special capability unit, otherwise it remains unchanged. There was also - sorry - there was also a page that I left out here. With that - just going back to that specialist allowance, there is a page there that goes into the draft award but also a page for the variation notes. It hasn't got page numbers on it this document, unfortunately.

PN42

THE COMMISSIONER: No, it hasn't got page numbers on it.

PN43

MS BRADFORD: Clause 9.8.5, the skipper's allowance provision has been deleted as it made specific reference to the specialist allowance at clause 9.4, which I have already spoken of and no longer applies. Clause 11.1, the Camping and Sea Victualling Allowance. Reference to recruits and superintendent has been varied to include the new terms trainee and commander, and the same with clause 11.2, Incidentals on Training Courses. Reference to recruits has been replaced with trainees. The same for clause 12.6, Transfer Expenses, and clause 7, Motor Vehicle Usage Allowance, and clause 8, Meals and Accommodation Expenses.

PN44

Clause 13, Flexibility in Service. This clause has been varied and removes the ability for those who volunteer to go to another section on secondment or who are temporarily transferred to maintain their higher shift and penalty allowance for a period of 10 weeks from the area they come from. It also applies to a move resulting from disciplinary action. Now, there is an error in clause 2 - 13.2B, in the second line the word "be" is to be removed. It is a typographical error.

PN45

THE COMMISSIONER: Yes.

PN46

MS BRADFORD: And I seek to amend the clause and tender the amended pages.

PN47

THE COMMISSIONER: Yes.

PN48

MS BRADFORD: Clause 14.3, Availability and Standby. This clause has been rewritten. There is no effect however to its operational application. The date of effect - it came from the wage round in 2001 have been removed from that clause. Clause 15, Overtime - sorry, clause 15.1.8E has been amended in relation to the terms recruit and superintendent for reasons as discussed. Clause 15.4 is a new clause resulting from the workplace bargaining round. It provides reimbursement for additional, commercial, child care costs in specific circumstances, where an officer is recalled to duty outside of their normal rostered hours without 12 hours notice.

PN49

There is also a proviso that no alternative family arrangements for child care were able to occur. There is a minor amendment to the maternity leave provision at clause 16.6.3 to take out the date of 1 February 2001. That date is no longer necessary. Clause 17.12 relates to salary increments for part-time service. Unfortunately, the rewording of this clause is not correct. We realise this, and I seek to amend it. The intent was to remove reference to the level 9 barrier that I spoke of earlier. However, the rewrite has been incomplete, and the new words will adequately describe the salary increments and advancement for all ranks. And I seek to tender the amended page.

PN50

THE COMMISSIONER: Thank you.

PN51

MS BRADFORD: Thank you. There are no more amendments, Commissioner. Clause 19, Rosters. Clause 19.2, establishment of rosters has been varied to reflect the intent of the in principle agreement. There is still a requirement for full consultation to take place with members in accordance with the award and take into account the needs of members in ensuring that rostering practices are not detrimental to the members' ability to perform their duties. There is a minor amendment to clause 19.7(3), Changes to Work Area Rosters, where the date has been removed because it is no longer applicable.

PN52

There is also a variation to the definition of afternoon shift in clauses 19.8.1B relating to 24 hour shift workers and to clause 19.9.1B relating to non 24 hour shift workers. Both changes are identical and involve extending the finishing time of one afternoon shift, that is, one singular day in a five week roster period to finish at 4 am. It does not mean additional ordinary hours in excess of their 38 hour week. It means that the finishing time for the purposes of the definition of afternoon shift may extend to 4 am on one singular afternoon shift in a five week roster period. All other award provisions in relation to rostering still apply.

PN53

This variation will provide additional rostering flexibility. Clause 19.10, Hours of Duty for Inspectors. 19.10.2 clarifies that participation in the supervision roster

for inspectors is included in the hours of duty for inspectors and it reflects current practice. Clause 19.11 has been amended to reflect the new title of commander and clause 19.11.1 has been removed and renumbering has occurred as a result.

PN54

We have accepted the removal of clause 19.11.1 because there is no expectation by individuals to work a 38 hour week. The wording of clause 19.11.2 which becomes 19.11.1 remains the same. Clause 20, Shift and Penalty Allowances, is varied. Clause 22.4 is a rewrite taking out dates of operation resulting from the 2001 wage round that are no longer applicable. The intent and application of the clause remains the same.

PN55

Clause 23.1, Shift and Penalty Allowance for Inspectors, is a rewrite incorporating a new provision. 23.1A is no different from the current wording of 23.1. Clause 23.1B are new words and outlines the conditions regarding the allowance. It does not necessarily mean additional hours for inspectors because it can include hours worked on the duty shift roster or the more commonly known term, supervision shift. These hours vary according to the location of the inspector in the State. It also includes afternoon shifts, night shifts, and any weekend work.

PN56

So the hours can include or will be entirely made up of ordinary working hours. Conversely, the minimum requirement of 400 hours may include additional hours which is effectively overtime. There is also a reporting mechanism in this clause that the employer may require. Clause 24 is changed to reflect the new title of commander, twice occurring in the clause. Clause 25, Salary Sacrifice. 25.2 and 25.3 are deleted and new clauses inserted. The current clause 25.2 then becomes 25.3. The new 25.2 is subject to legislative changes.

PN57

Members will be able to salary sacrifice their compulsory contribution to the Retirement Benefits Fund Scheme. The quantum sacrifice will be able to be changed only once per annum. Any changes will be in line with State Service implementation and in any event as soon as practicable. The current clause 25.3 is no longer required. Clause 28, the date in the no extra claims provision is changed to the agreed date of 30 June 2007. And that concludes the variations, Commissioner.

PN58

THE COMMISSIONER: Yes.

PN59

MS BRADFORD: There are a couple of matters included in the in principle agreement but which are not included in the award that I seek to put on record. The first is in relation to long service leave. It is listed as item 5.7 of the in principle agreement. We have no issue with reducing the minimum period of leave that must be taken to one week. In fact, as we understand, this is done from time to time presently.

PN60

The item goes on to say that the police association agree to discuss management of long service leave credit in excess of 80 days with the department. These words are to be looked at in light of the first sentence which reads, "Subject to

legislative change, the following will occur." The association does agree to discuss the issue. However, our position is that the legislative requirements prevail. The second item I wish to raise is item 1.6 of the in principle agreement, one and two person stations. The policy and procedures regarding relief at one and two person stations is to be reviewed in consultation with the police association by 31 December 2004.

PN61

Relief at these stations has been a problematic issue for both parties for quite some time. It is hoped that the review will satisfactorily address the legitimate concerns raised by members, not the least of which is providing an appropriate level of service to the community taking into account the workload of members providing relief. If it suits you, I will turn to the wage fixing principles?

PN62

THE COMMISSIONER: Thank you.

PN63

MS BRADFORD: The last workplace bargaining agreement concluded on 31 January 2004. The police association and the police service entered into negotiations shortly thereafter and concluded this latest round of workplace bargaining in a very short space of time. The parties have produced a consent award, which reflects the totality of our agreement. The document provides for one set of easily understood and managed conditions.

PN64

This application is the outcome of workplace bargaining and an agreed position on other award matters. I submit that it does no offence to the wage fixing principles or the public interest considerations of the Act, namely, the economic impact.

PN65

I would submit that the government agrees and therefore it is sustainable and affordable. It addresses the needs of the police service and its members and it provides a flexibility the employer requires to maintain the proper operation of the police service. Therefore, it would in turn address - but most importantly in relation to the public interest - the needs of the community. I believe the application is consistent with the principles of the Commission and I commend it to you, Commissioner.

PN66

THE COMMISSIONER: Yes, thank you, Ms Bradford. Mr Gardner? Or Mr Ogle?

PN67

MR OGLE: Thank you, Commissioner. I suppose the job on this side of the table is made much easier by the very thorough and professional submissions by Ms Bradford, so I would compliment her on that. So in terms of the content, we would just indicate formally to the Bench that we would agree with what Ms Bradford has put forward. There would be just a couple of overarching comments I would like to make about the consolidated award and the enterprise bargaining that we have just been through.

PN68

I suppose by any measure the wage increases and the changes are significant, and I think this is reflective of a number of things. First of all, the Commissioner has a very strong agenda that he sees progressing the police to a professional status or recognising policing as a profession and a number of things have gone towards that.

PN69

We have entered into an agreement with the University of Tasmania and you will see throughout the award, mention of the Bachelor of Social Science policing, and you will see also some advancements to the higher levels, particularly of sergeant and inspector, for people who attain tertiary qualifications or equivalent. So this is all part of the push for the profession of policing.

PN70

I also believe the - and it is very clear that the significant increases are about recognising or the government recognising the importance they place on the roles and responsibilities of policing, both at a local level with the different environment but as you would be well aware, the different environment that exists as I would call it, a national and international level with the words at the moment that we talk about transnational counter-terrorism, those sorts of issues that are addressing - the police are addressing every day.

PN71

You will see that in the moves to the special capability unit whereby that has become a full-time unit, not only to address the larger major incidents but that squad is also used for taskforce policing. Just for your information, I don't think it was recorded but it will give you an idea of the scale, there are 10 full-time members in that squad. In the dog squad there are two members. Just to give you an idea of the scalability.

PN72

Through the document, another issue that has been critical in this increase is, we have mentioned the change to the police service - sorry, the Police Service Act of 2003. That brought about significant changes to the whole employment issues with policing. Just to give you some idea of the sorts of things that occurred during that extensive consultation and negotiation period to come up with this new Act.

PN73

As you would appreciate, the previous Act of 1898 had probably worn out a little, and we believe we have come up with a comprehensive and contemporary Act, which had such things as lateral entry which you have seen in some of the mention of police award, but other things that are probably not relevant to the award. But to give you some sort of idea of the sorts of impositions if you like that occur for policing, such things as alcohol and drug testing, integrity testing, fixed term employments for senior executives, probation periods on promotion, and we believe that has been quite a significant change.

PN74

And as I have mentioned the relationship with the university and the promotion process has gone through a quite fundamental change. So I think if you add all those things up, but also important in this whole approach and the government's approach is the actual performance of police as part of the performance on any of the trends you will see and you will have probably witnessed over the last four

years that on any measure the whole performance of bringing down crime, increasing clearance rates has been significant. In many of the areas, the reduction in crime has been as high as 30 per cent, and some of the clearance rates have been increased.

PN75

Many years ago, we had clearance rates for crimes against property of about 8 per cents were cleared. Now, we are up to about 29 per cent and that has occurred over four years. In the property area, the clearance rates used to be at about the 58, 59 per cent and I know there is one district is now achieving a 90 per cent clearance rate. So by any measure, I think the performance has been significant, and if you wrap up that whole package I think you will see that these increases don't just happen and they are not just given for nothing, it is a whole combination if you like.

PN76

We haven't apportioned a percentage to any one of those things, but really it is a package that says, most importantly, from the Commissioner's point of view, this is a - we are heading towards the profession of policing and policing are performing at a level that has not been seen before and is leading the country. So I would just make that submission to you, Commissioner, to just give you a background to what is behind the Commission and the government's thinking on the quite significant increases that have occurred. Thank you.

PN77

THE COMMISSIONER: Yes, thank you, Mr Ogle. Firstly, may I congratulate the parties on the level of agreement that has been reached. I have no hesitation in indicating that the variations sought to the award are consistent with the wage fixing principles and the public interest requirements of the Act and the award will be - or a new award will be issued which will be operative, I think, from the beginning of the first pay period to commence on or after 1 July 2004, and a formal decision to that effect will be issued in the next few days.

PN78

I also take this opportunity to express my appreciation to the parties and I daresay in particular to Ms Bradford for the comprehensive and professional manner in which these variations have been put before the Commission here today. Not only does it assist me greatly in understanding what the changes mean and what is behind them, but it is also of great assistance in the future when people are trying to track down the historical variations to awards and agreements. On that basis, the Commission stands adjourned. Thank you.

ADJOURNED INDEFINITELY

[10.44am]

INDEX

LIST OF WITNESSES, EXHIBITS AND MFIs

EXHIBIT #A1 IN-PRINCIPLE AGREEMENT DOCUMENTPN5