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TRANSCRIPT OF PROCEEDINGS

O/N 110441

TASMANIAN INDUSTRIAL COMMISSION

COMMISSIONER T.J. ABEY

T No 13468 of 2009

POLICE AWARD

**Application pursuant to section 23(2)(b) of the Industrial
Relations Act 1984 lodged by the Commissioner of Police
to vary the above award re transfer expenses**

HOBART

9.30 AM, WEDNESDAY, 8 JULY 2009

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

5 MS A. SMITH: Good morning, Mr Abey. Angela Smith for the Police Association of Tasmania.

THE COMMISSIONER: Thank you, Ms Smith.

10 MR T. MARTIN: Good morning, Commissioner. Tony Martin appearing with MS H. JORDAN, for the Commissioner of Police.

THE COMMISSIONER: Thanks, Mr Martin. Who do I look to, Ms Smith? Who lodged the application?

15 MR T. MARTIN: This particular time, Commissioner, the Commissioner of Police did.

THE COMMISSIONER: The Police did, yes.

20 MR MARTIN: Yes, which is - - -

THE COMMISSIONER: It's a change in form. So I'm - - -

25 MR MARTIN: Yes, it is.

THE COMMISSIONER: Yes. Mr Martin?

30 MR MARTIN: I would be pleased to do it. Commissioner, the Acting Commissioner of Police is pleased to recommend a variation to clause 12 of the award, and that's the transfer expenses. The variation to the award the parties are seeking before you today is a consent matter. The Acting Commissioner of Police has, for some time, been considering the issue of how to increase the level and interest in applications for positions throughout the state, particularly to areas of the 35 state that would require members to relocate from one residence to another, or require them to rent at additional cost.

40 From the number of discussions with members, it was identified that those members are interested in applying for transfers, but due to the nature of their personal circumstances, such as partners having their own careers, and children happy with their education arrangements, they are put off from applying due to the start-up costs associated with renting a property in addition to sometimes their primary residence. The transfer clause as it stands offers members who transfer and require relocation a 45 number of entitlements or benefits. But the clause does not address the issue that I've just mentioned, and that's where you might have to just have a temporary relocation for a period of time.

As the clause presently stands, a member who has to sell and re-purchase a residence is reimbursed the sum of those costs, and this arrangement continues to enhance mobility. However, the issue of a temporary relocation – and by that I mean for a few years, Commissioner – is not covered by the clause as it stands. Moving house
5 is well documented as one of the major stressors that can face a person. This clause will help alleviate some of that stress as the cost will be partly met.

Tasmania Police, as part of its human resources strategy, believes that in offering a change of residence allowance there will be a greater number of members who put
10 their hands up for positions that require a relocation and a change of residence for them. Tasmania Police recognise that there are costs associated with members who move. As I have stated, the transfer clause covers most of these. However, where a member decides that they are interested in a career move, they are also mindful of the cost of relocating, costs such as rental bonds, connection fees for power, etcetera,
15 small purchases to set up a new residence.

Commissioner, these costs all add up and, at the end of the day, play an important part for an individual and the family in the decision to apply or not for a transfer involving and requiring a relocation. The amount that has been struck we believe to
20 be sufficient to cover these types of costs In particular, where a member decides to move but retains a primary residence at the old location, the cost can quickly mount up and, as the award currently stands, that member would have to foot all the costs. The allowance will be paid to each member who is reasonably required to relocate.
25 This could see more than one person receive the allowance if both are transferred and they are living together and are reasonably required to relocate residence.

You will note, Commissioner, that the new subclause is to be reviewed in June 2010 to ensure that its introduction is consistent and is achieving the desired effect in relation to the human resource management strategy. Commissioner, the insertion of
30 the subject-clause will require some minor numbering amendments. These are only minor and I will provide an electronic copy, but as I understand I don't need to do that as the order has already been typed. The new subclause, Commissioner, will read:

35 *12.10 Change of Residence Allowance: A member who permanently transfers from one locality to another and reasonably requires a move from one residence to another and who does not claim either a property sale or property purchase expense is entitled to a payment of a one-off allowance to assist with living expenses associated with a change of residence. A member must complete at least two years service in the relocated position before being eligible for a further payment under this subclause when transferring.*

40 *12.10.3 The provisions of the subclause will be reviewed in June 2010 to ensure continued relevance to the controlling authority's human resource management strategy.*

And also, a new definition is required that reads:

Change of residence means the permanent transfer to a new locality, which reasonably requires the physical change of residential address.

5 Commissioner, the controlling authority is seeking that the new subclause take effect
for all transfers that are affected by this clause that arise out of applications received
for vacancies advertised in the Police Gazette dated 9 July 2009, and that will be
tomorrow. Commissioner, in reading my submission I've actually detected a slight
error. And that is under 12.10.1, the word – I read in “and who does not claim either
a property sale or purchase”, the parties have actually agreed to have that worded
10 “and who does not receive either a property sale or purchase”.

THE COMMISSIONER: I see.

15 MR MARTIN: So my apologies for that. Commissioner, the variation to the award
we believe meets the principles of this commission and are in the public interest, and
that concludes my submission, Commissioner.

THE COMMISSIONER: Thank you, Mr Martin. Ms Smith?

20 MS SMITH: Thank you, Mr Abey. This outcome has been agreed to by the Police
Association - do you want me to stand?

THE COMMISSIONER: No.

25 MS SMITH: No? Sit? Thank you – as it provides an improvement to conditions
upon transfer for some, but unfortunately not for all of our members. Whilst we
acknowledge and welcome the agency's initiative in this matter, the Police
Association believes, and our view is known to the agency, that the new provision
should have broader application that would benefit all members upon transfer, which
30 results in a relocation of residence, on the basis that every member who transfers
incurs additional costs regardless of and in addition to the property purchase and sale
reimbursement expense allowances provided within the award. We reserve the right
to pursue our view of a broader application in the future.

35 We commend the agency for enhancing conditions upon transfer where members are
required to relocate because, as we all know, there are associated costs with moving
house and this allowance will address those costs. The Police Association therefore
supports the application.

40 THE COMMISSIONER: Yes. Thank you, Ms Smith. Your reservation is noted.
Having heard the parties, I'm satisfied that the application is consistent with both the
wage fixing principles and the public interest requirements of the Act. The
application is approved. Mr Martin, did you say the operative date should be from
today?

45 MR MARTIN: From positions advertised in the Gazette, Commissioner, which is
due out tomorrow, so what we're seeking is that obviously we're trying to increase

applications and get mobility. So if a position is advertised in tomorrow's Police Gazette - - -

THE COMMISSIONER: Yes.

5

MR MARTIN: - - - any person affected out of the transfer from those positions will have – this will have application.

10 THE COMMISSIONER: Yes. I understand that but it would be a bit clumsy to put that sort of wording in the award.

MR MARTIN: It is. It is. So if we had it from tomorrow - - -

THE COMMISSIONER: Yes.

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MR MARTIN: - - - I think that would be sufficient.

THE COMMISSIONER: So if it was operative from?

20 MR MARTIN: 9 July.

THE COMMISSIONER: From the – probably from 9 July.

MS SMITH: Can I just make a comment there?

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THE COMMISSIONER: Yes, Ms Smith.

30 MS SMITH: That obviously, if the operative date is tomorrow, that may mean that people will fall in and be able to claim that date that might – that have had their advertised vacancy prior to tomorrow's Gazette. Do we understand that?

MR MARTIN: Our intention is to increase people wanting to put their hands up, Commissioner, and we believe that this will apply – we've got to have a start date.

35 THE COMMISSIONER: Yes.

MR MARTIN: And we're saying that for positions that are advertised in the Police Gazette tomorrow that anyone that applies for one of those, this clause will obviously apply to them. So if a person applied for a position a month ago - - -

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THE COMMISSIONER: Yes.

45 MR MARTIN: - - - and then gets notified - or were notified last week but actually moves next week, we'd say that wouldn't have application to them. There would only be a very small number, I suspect, but we just want a start date.

THE COMMISSIONER: Well, that's right. But I'm just wondering how we would express it in an award situation. I mean, we've got to have an operative date.

MR MARTIN: Yes.

5

MS SMITH: It's just that some people could fall between those – you know, your operative date and the time that you're saying.

10 MR MARTIN: But again, Commissioner, if we had an operative date as tomorrow, and given the discussion that we've got on transcript, it would be fairly clear as to what the intention of the controlling authority is.

15 THE COMMISSIONER: Yes. I think perhaps if we could leave it at that, Ms Smith, if there is anyone that falls between the cracks or there seems to be an aberration, perhaps it could be re-addressed by referring to the transcript of this particular hearing. The intent is clear, but I don't think we can write in an operative date - - -

20 MR MARTIN: I accept that, Commissioner.

20

THE COMMISSIONER: - - - in an award that's contingent on gazettes, etcetera etcetera. So as I was saying, the application is approved, operative from 9 July 2009 and a decision to that effect will be issued shortly and I commend the parties for their enlightened approach in relation to this matter. The commission stands adjourned.

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MATTER ADJOURNED at 9.40 am INDEFINITELY