



POLICE ARBITRAL TRIBUNAL

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APPLICATION TO THE TRIBUNAL

To the Secretary:

Applicant: Minister for Public Employment

This Application is made pursuant to **Section 51** of the *Police Administration Act*.

Details of matter: Application by the Minister for Public Employment regarding certification of the Forensic Services Career Path Consent Agreement 2008.

I hereby declare that:

I am an authorised representative for the Applicant and all requirements of the Police Administration Act and requirements of the Police Arbitral Tribunal have been observed by the Applicant.

Name (print): KEN SIMPSON

Signature:

Date:

16/10/08

NORTHERN TERRITORY OF AUSTRALIA

Police Administration Act

FORENSIC SERVICES CAREER PATH CONSENT AGREEMENT 2008

THIS AGREEMENT is made between the Minister of the one part and the Northern Territory Police Association Incorporated of the other part, pursuant to section 51 of the Act.

WHEREAS the salaries, allowances and other conditions of service of members of the Police Force are determined by Police Arbitral Tribunal Determination No.1 of 2000 and the Northern Territory Police Force Consent Agreement 2008;

THE PARTIES AGREE that the conditions of service shall be varied to accommodate the following changes agreed to as a result of discussions under Clause 14 (b) of the Consent Agreement 2008:

1. TITLE

1. This agreement shall be known as the Forensic Services Career Path Consent Agreement 2008.

2. OPERATION

1. This Agreement shall operate from 1 August 2008 and remain in force until 31 July 2011. This Agreement may continue to operate beyond this period pursuant to section 56 of the *Police Administration Act*.
2. This agreement replaces the Consent Agreement 2004 setting out the career path for members in Forensic Services signed by the Police Arbitral Tribunal on 26 October 2004.
3. This agreement shall be read and interpreted in conjunction with Determination No. 1 of 2000 and the NT Police Consent Agreement 2008 provided that this Agreement will prevail to the extent of any inconsistency.

3. APPLICATION

1. This Agreement shall be binding on the Commissioner and the Northern Territory Police Association Incorporated and all members at or below the rank of Superintendent.

4. CONSULTATION

1. The Commissioner agrees to consult with the Northern Territory Police Association Incorporated on any matter affecting the employment conditions of members outlined in this Agreement, before a decision is made implementing any change.

5. DISPUTE SETTLING PROCEDURES

1. In the event a dispute arises in relation to this Agreement, the provisions of Clauses 90 or 164 of Determination No.1 of 2000 shall be used.

6. OPERATION OF THIS AGREEMENT

1. This Agreement shall operate on and from the Police Arbitral Tribunal ratification date and shall remain in force until superseded by a further Determination or Agreement.
2. The parties agree to review the operation of this Agreement after 24 months and implement any agreed changes, subject to any necessary approval by the Tribunal.

7. CAREER PATH

1. This agreement provides a Career Path for members who are at or above the rank of Constable, employed in the Forensic Science Branch (the Branch) or the Regional Crime Scene Examination Unit in Alice Springs with positions of Examiner, Senior Examiner, Principal Examiner and Senior Technical Administrator, with progression based on expertise and formal qualifications.
2. Definitions:
 - 2.1 "Competency" is the expertise gained in a specified training module as documented in the recognised Forensic Science Centre Training Programs or recognised relevant forensic tertiary qualifications (refer Attachment A for current Programs), or other Australasian Forensic Field Sciences Accreditation Board (AFFSAB) (refer to Attachment B) training programs as varied from time to time.
 - 2.2 "Expertise" refers to a group of competencies that determine the overall abilities of the examiner.
 - 2.3 "Salary level" refers to the pay appropriate to a particular level of expertise.
3. Subject to the provisions of Clause 7 – Career Path, all members employed subject to this Agreement retain their substantive rank and appropriate conditions of service entitlements provided under Determination No.1 of 2000 and the Police Consent Agreement 2008, varied in accordance with the provisions of any applicable Consent Agreement pursuant to the Act.
 - 4.1 Members employed subject to this Agreement before 11 August 2004 who do not elect to be employed under the new career path shall continue their employment in the Branch or Regional Crime Scene Examination Unit without change.
 - 4.2 Members employed subject to this Agreement on or before 11 August 2004 who elect to be employed under the new career path shall be paid in accordance with the provisions of Clause 7 (5) from 12 August 2004.

4.3 Members who join the Branch or Regional Crime Scene Examination Unit on or after 12 August 2004 shall be employed under the new career path provisions outlined in Clause 7 (5).

5.1.1 A member employed subject to this Agreement who was in receipt of salary in accordance with Clause 14 and Clause 7 of Attachment A (7 weeks leave option) of Consent Agreement 2008 shall instead be paid in accordance with the following table which reflects expertise and the associated salary level:

Forensic Services Branch Rank 7 Week Leave Option	Current	4%	4%	4%
	Salary			
	27.12.2007	29.06.2008	29.06.2009*	29.06.2010*
Examiner Level 1	\$53,783	\$55,934	\$58,172	\$60,499
Examiner Level 2	\$55,505	\$57,725	\$60,034	\$62,436
Examiner Level 3	\$57,225	\$59,514	\$61,895	\$64,370
Examiner Level 4	\$58,316	\$60,649	\$63,075	\$65,598
Examiner Level 5	\$59,624	\$62,009	\$64,489	\$67,069
Senior Examiner Level 1	\$62,601	\$65,105	\$67,709	\$70,418
Senior Examiner Level 2	\$64,690	\$67,278	\$69,969	\$72,767
Senior Examiner Level 3	\$66,784	\$69,455	\$72,234	\$75,123
Senior Examiner Level 4	\$68,879	\$71,634	\$74,500	\$77,480
Principal Examiner Level 1	\$70,970	\$73,809	\$76,761	\$79,832
Principal Examiner Level 2	\$73,066	\$75,989	\$79,028	\$82,189
Principal Examiner Level 3	\$75,159	\$78,165	\$81,292	\$84,544
Principal Examiner Level 4	\$77,319	\$80,412	\$83,628	\$86,973
Senior Technical Administrator Level 1	\$78,564	\$81,707	\$84,975	\$88,374
Senior Technical Administrator Level 2	\$79,754	\$82,944	\$86,262	\$89,712
Senior Technical Administrator Level 3	\$80,965	\$84,204	\$87,572	\$91,075
Senior Technical Administrator Level 4	\$82,269	\$85,560	\$88,982	\$92,541

OR:

- 5.1.2 A member employed subject to this Agreement who was paid salary in accordance with Clause 14 and Clause 8 of Attachment A (6 weeks leave option) of Consent Agreement 2008, shall instead be paid in accordance with the following table which reflects expertise and the associated salary level:

Forensic Services Branch Rank 6 Week Leave Option	Current	4%	4%	4%
	Salary 27.12.2007	29.06.2008	29.06.2009*	29.06.2010*
Examiner Level 1	\$55,451	\$57,669	\$59,976	\$62,375
Examiner Level 2	\$57,225	\$59,514	\$61,895	\$64,370
Examiner Level 3	\$59,000	\$61,360	\$63,814	\$66,367
Examiner Level 4	\$60,122	\$62,527	\$65,028	\$67,629
Examiner Level 5	\$61,472	\$63,931	\$66,488	\$69,148
Senior Examiner Level 1	\$64,542	\$67,124	\$69,809	\$72,601
Senior Examiner Level 2	\$66,695	\$69,363	\$72,137	\$75,023
Senior Examiner Level 3	\$68,853	\$71,607	\$74,471	\$77,450
Senior Examiner Level 4	\$71,015	\$73,856	\$76,810	\$79,882
Principal Examiner Level 1	\$73,170	\$76,097	\$79,141	\$82,306
Principal Examiner Level 2	\$75,330	\$78,343	\$81,477	\$84,736
Principal Examiner Level 3	\$77,489	\$80,589	\$83,812	\$87,165
Principal Examiner Level 4	\$79,716	\$82,905	\$86,221	\$89,670
Senior Technical Administrator Level 1	\$81,000	\$84,240	\$87,610	\$91,114
Senior Technical Administrator Level 2	\$82,227	\$85,516	\$88,937	\$92,494
Senior Technical Administrator Level 3	\$83,475	\$86,814	\$90,287	\$93,898
Senior Technical Administrator Level 4	\$84,819	\$88,212	\$91,740	\$95,410

- 5.2.1 The attainment of a group of competencies establishes a level of expertise that determines the relevant salary level.
- 5.2.2 The alignment of required levels of expertise with salary levels appears at Attachment A. Attachment A may be varied from time to time on the advice of the Director of Forensic Services to the Commissioner of Police.
- 5.3 A member commencing under this clause shall not be financially disadvantaged and shall be eligible to either:
- 5.3.1 be paid their current salary and have access to their next salary increment when due, in accordance with the normal provisions applying prior to their election under Clause 7 (4.2); or
- 5.3.2 be paid in accordance with the provisions of Clauses 7 (5.1.1) or 7 (5.1.2), subject to the member meeting the required expertise for the salary level which is higher than the salary available to the member under Clause 7 (5.3.1).

- 5.4 A member is only eligible to progress to the next salary level upon completion of the competencies relevant for that salary level.
- 5.5 A member employed subject to this Agreement can only progress to a higher level of expertise and associated salary level under Clause 7 (5.1) if they satisfy the competency-based training modules of the Forensic Science Centre Training Program or the AFFSAB Training Programs and have demonstrated application of that training in the workplace.
- 5.6 All reasonable costs associated with the Forensic Science Training Program or the AFFSAB Training Program competencies identified in this Agreement shall be borne by the Force. Costs associated with recognised forensic tertiary qualifications are subject to the requirements of the Study Leave policy.
- 5.7 Members employed subject to this Agreement are required to undertake studies in the Diploma of Public Safety (Forensic Science), or other appropriate qualifications determined by the Commissioner, and must make satisfactory progress in those studies to the satisfaction of the Commissioner. Subject to the work requirements of the Branch or the Regional Crime Scene Examination Unit, a member shall be given reasonable opportunity to complete these studies.
- 5.8 In most circumstances a level of expertise shall be decided by the attainment of competencies as illustrated in Attachment A. Any justification to substitute competencies with other competencies for the purpose of determining prescribed levels of expertise will be subject to the Recognised Prior Learning (RPL) process and on recommendation of the Director of Forensic Services to be approved by the Commissioner.
- 5.9 Any member employed subject to this Agreement who fails to make satisfactory progress under Clause 7 (4.7) may be transferred from the position held (Clause 7 (1)). This provision shall not apply to members employed in the Branch or the Regional Crime Scene Examination Unit prior to the operation of this Agreement.
- 5.10 A member employed subject to this Agreement (refer to Clause 3) transferring from the Branch or the Regional Crime Scene Examination Unit to undertake other duties in the Force will revert to the appropriate salary for their substantive rank, including annual increments that the member would have received, as if they had not joined the Branch or the Regional Crime Scene Examination Unit.
- 5.11 The Fingerprint Section Allowance payable under sub-clause 11.1 of Determination No.1 of 2000 shall not apply to a member paid in accordance with this Agreement.
- 5.12 Progression within the levels of Examiner and Senior Examiner, and from Examiner to Senior Examiner, is subject to satisfactory completion of the necessary competency-based training modules prescribed in the Forensic Science Centre Training Program or the AFFSAB Training Programs or as recommended by the Director Forensics and approved at the discretion of the Commissioner.

- 5.13 Progressions from Examiner Level 1 up to Senior Examiner Level 4 shall be on the attainment of the appropriate expertise in accordance with Attachment A.
- 5.14 Progression to Principal Examiner, and progression from Principal Examiner Level 1 up to Principal Examiner Level 4, shall be on the attainment of the appropriate expertise in accordance with Attachment A and or attainment of appropriate qualification as set out in Attachment B.
- 5.15 Progression to Senior Technical Administrator shall be on the attainment of the appropriate expertise in accordance with Attachment A and or attainment of appropriate qualification as set out in Attachment B, and subject to there being a vacancy at that level. Such vacancies to be filled are subject to the Police Selections Policy as it refers to following the same provisions applying to promotion to rank under section 16(1)(b) of the *Act* and be subject to the same appeal provisions applying under section 92 of the *Act*.
- 5.16 The pay rates as specified in Clauses 7 (5.1.1) and 7 (5.1.2) shall be varied in accordance with the provisions of the NT Police Consent Agreement 2008 or its replacement.

