



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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SERIAL C9945

CROWN EMPLOYEES (POLICE OFFICERS - 2024) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 453893 of 2024)

Before The Honourable Justice Taylor, President

19 December 2024

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Clause No. Subject Matter

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SECTION 1 - GENERAL

2. No Further Claims

- 2.1 The NSW Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 2.2 The undertaking referred to above does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

3. Definitions

- 3.1 "Officer" or "Officers" means and includes all persons appointed pursuant to the *Police Act* 1990, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2 "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act* 1990.
- 3.3 "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act* 1990.
- 3.4 "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5 "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements, of this Award.
- 3.9 "Detective" means a Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.

- 3.10 “Domestic violence” is any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear for their own or someone else’s safety. It may be a pattern of ongoing controlling or coercive behaviour.
- 3.10.1 An intimate relationship refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
- 3.10.2 A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
- 3.10.3 Examples of behaviours that constitute domestic and family violence include but are not limited to:
- (i) physical and sexual violence;
 - (ii) verbal abuse;
 - (iii) emotional or psychological abuse;
 - (iv) stalking and intimidation;
 - (v) technology facilitated abuse;
 - (vi) social and geographical isolation;
 - (vii) financial abuse;
 - (viii) cruelty to pets;
 - (ix) damage to property; or
 - (x) threats to be violent in the above ways.
- 3.11 “Police Prosecutor” means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.
- 3.12 “Field Training Officer” (FTO) means a trained non-commissioned police officer who has undertaken the relevant field training officer training program, who is rostered to work with a Probationary Constable during their applicable training program to provide additional support and training whilst they are working in a Police Area Command/Police District.
- 3.13 “Leading Senior Constable” means a non-commissioned officer who was appointed as a Leading Senior Constable under clause 41 of the *Crown Employees (Police Officer 2021) Award* or its predecessors and has had their current (higher) rate of pay preserved in accordance with Table 1a of this Award.

4. Commitment to Professional and Ethical Conduct

- 4.1 Officers must maintain the highest possible standards of professional and ethical conduct.
- 4.2 It is the responsibility of officers to be fully conversant with New South Wales Police Code of Conduct and Ethics and to ensure their actions are fully informed by the requirements of the Code.
- 4.3 Officers will be responsible for maintaining the currency of their professional knowledge and be proactive in maintaining the requisite competencies for incremental progression.
- 4.4 For its part the New South Wales Police Force will fully support officers who report corrupt, unethical or unprofessional conduct and those officers who make honest mistakes in the course of their duties.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer, and age.

- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which by its terms or operation has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 5.4.4 a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- 5.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 5.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

6. Inspection of Award

- 6.1 A copy of this Award will be available for inspection by officers at each Branch, Station or other place of attachment.

7. Existing Privileges

- 7.1 Except so far as altered expressly or by necessary implication, this Award is made on the understanding that all other existing privileges and conditions not specified within will continue during its currency.

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 8.1 For the purpose of this clause, "salary" means;
- 8.1.1 the "Loaded Salaries" prescribed by Tables 1a and 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates,
- 8.1.2 the "Loaded Salaries" prescribed by Tables 2a and 2b - Detectives' Salaries of PART B, Monetary Rates,
- 8.1.3 the "Loaded Salaries" prescribed by Tables 3a and 3b - Police Prosecutors Salaries, of PART B, Monetary Rates; or

- 8.1.4 the salaries prescribed by Tables 4a and 4b - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 8.2 By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
- 8.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 8.2.2 a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- 8.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.
- 8.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payment, HECS-HELP or FEE-HELP payments, child support payments, union fees and health fund premiums.
- 8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 8.5 The agreement will be known as a Salary Packaging Agreement.
- 8.6 Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement will be recorded in writing and will be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 8.7 Where the officer has elected to package a part or all of their salary:
- 8.7.1 subject to Australian Taxation Law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 8.7.2 any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary will be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8 The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations will apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations will apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- 8.10 An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11 Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or

- 8.11.2 subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12 Where an officer makes an election in terms of subclause 8.10, the Commissioner will pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13 Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1 *Police Regulation (Superannuation) Act 1906*;
- 8.13.2 *Superannuation Act 1916*;
- 8.13.3 *State Authorities Superannuation Act 1987*;
- 8.13.4 *State Authorities Non-Contributory Superannuation Act 1987*; or
- 8.13.5 *First State Superannuation Act 1992*

the Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.

- 8.14 Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

9. Deduction of Police Association of New South Wales Membership Fees

- 9.1 The New South Wales Police Force will deduct Association membership fees from the salaries of officers who are members of the Association and have signed the appropriate authority. Unless the New South Wales Police Force and the Association agree to other arrangements, Association membership fees will be deducted and forwarded directly to the Association on a fortnightly basis.

10. Travelling Allowances

- 10.1 The Commissioner will require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 10.2 Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business will be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 10.3 An officer who performs official duty from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- 10.4 An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 10.12. The Commissioner will pay all accommodation related costs directly to the accommodation provider.

- 10.5 Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;

10.5.1 the appropriate rate of allowance specified in Item 1 of Table 5 of Part B, Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 5 of PART B, Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or

10.5.2 actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 5 of PART B, Monetary Rates.

- 10.6 Payment of allowance as described in subclause 10.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.

- 10.7 Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel will be limited to the expenses incurred during such part day travel.

- 10.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B, Monetary Rates will have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill will be increased by one fifth.

- 10.9 Adjustment of Allowances

Where the Commissioner is satisfied, that an allowance under subclauses 10.5 and 10.8 is:

10.9.1 insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further amount may be paid to reimburse the officer for the additional expenses that may be incurred; or

10.9.2 in excess of the amount which would adequately reimburse the officer for expenses properly and reasonably incurred the Commissioner may reduce the allowance to an amount which would reimburse the officer for expenses incurred reasonably and properly.

10.9.3 Subject to other agreed arrangements between the parties the allowance may be varied in accordance with those arrangements.

- 10.10 Production of Receipts

Payment of any actual expenses will be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

- 10.11 Travelling Distance

The need to obtain overnight accommodation will be determined by the Commissioner having regard to the safety of the officer or officers travelling on official business and local conditions applicable in the area. Where officers are required to perform duty during the evening or officers are required to commence duty early in a location away from their workplace, overnight accommodation will be appropriately granted by the Commissioner.

- 10.12 Where the Commissioner exercises the option available in 10.4, the following arrangements apply;

10.12.1 The officer may only stay in a property sourced from a schedule of suppliers agreed between the NSW Police Force and the Police Association of NSW.

10.12.2 Properties will meet the three star, or three diamond standard.

- 10.12.3 Any property that falls below that standard will be removed from the schedule.
- 10.12.4 The Association will not unreasonably withhold agreement to properties on the schedule.
- 10.12.5 The Commissioner may choose from any property on the agreed schedule.
- 10.12.6 Accommodation will be provided on the basis of a single room (one officer per room).
- 10.12.7 The Commissioner may waive this requirement where there is an operational need.
- 10.12.8 Officers being accommodated under this clause will not be liable for any 'out of pocket' expenses incurred for accommodation as a result of this arrangement.
- 10.12.9 Officers will retain access to meal and incidental rates, where otherwise provided in this award.

10.13 Review of Allowances

The parties agree that the Meal, Travelling and related allowances are to be reviewed in line with advice provided by the Secretary of the Treasury from time to time.

11. Provision of Quarters

- 11.1 With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Tables 1a and 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Tables 2a and 2b - Detectives' Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Tables 3a and 3b - Police Prosecutors Salaries plus the 11.5% Loading as prescribed in Clause 40 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award.
- 11.2 The salary of officers as defined in subclause 11.1 above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters will have deducted from their salary, as defined in subclause 11.1 above, an amount of 3% of such sum.

12. Remote Area - Living Allowances

- 12.1 For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Wyalda, Ashford and Bonshaw, and includes a place situated in any such town or locality.
- 12.2 An Officer will be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
 - 12.2.1 indefinitely stationed and living in a remote area as defined in subclause 12.1 above; or
 - 12.2.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 12.1 above.
- 12.3 The grade of appropriate allowance payable under this clause will be determined as follows:
 - 12.3.1 Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of all locations in a remote area, as defined in subclause 12.1 above, except as specified in paragraphs 12.3.2 and 12.3.3 of this subclause;

12.3.2 Grade B allowances - the appropriate rate shown as Grade B in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

12.3.3 Grade C allowances - the appropriate rate shown as Grade C in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra, Yethong and Lord Howe Island.

13. Part Time Employment

13.1 Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.

13.2 Officers working under a part time arrangement will be paid a pro rata of the relevant full time salary based on the following formula:

$$\frac{\text{Relevant Full Time Salary}}{38} \times \frac{\text{Average Weekly Hours Worked}}{38}$$

13.3 Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period of time (part time leave without pay).

13.4 Leave entitlements for part time officers will generally be calculated on a pro rata basis in accordance with the average weekly hours worked.

13.5 Increments for part time officers will be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 64 and 73 of this Award.

14. Local Arrangements

14.1 Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:

14.1.1 any organisational unit within the New South Wales Police Force or part thereof;

14.1.2 a particular group of officers; or

14.1.3 a particular duty type.

14.2 All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s.87 of the *Police Act* 1990, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.

14.3 Local arrangements will not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

SECTION 2 - LEAVE

15. Leave Generally

15.1 Except as otherwise provided for in this Section the leave entitlements of officers are prescribed by Part 6 of the *Police Regulation* 2015.

16. Applications for Leave

- 16.1 An application by an officer for leave under this Section must be made to and be dealt with by the Commissioner. For the purpose of this Section any reference to the Commissioner will mean either the Commissioner or any other member of the New South Wales Police Force with the delegated authority to approve leave pursuant to section 31 of the *Police Act* 1990.
- 16.2 The Commissioner, in dealing with any such application must have regard to the operational requirements of the New South Wales Police Force, but as far as practicable is to deal with the application in accordance with the wishes of the officer.

17. Annual Leave

- 17.1 Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 17.2 Annual leave on full pay accrues to a Commissioned Officer;
- 17.2.1 at the rate of 5 weeks (190 working hours) per year, or
- 17.2.2 at the rate of 6 weeks (228 working hours) if the officer is a shift-working Commissioned Officer who is regularly required to work shift work, Sundays or Public Holidays.
- 17.3 Annual leave will be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 17.2.1, will be debited 7.6 hours for each working day taken as annual leave.
- 17.4 An officer while attached to a police station within the Western or Central Division (within the meaning of the *Crown Lands Consolidation Act* 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- 17.5 An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday will, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

Number of ordinary rostered shifts worked on Sundays and/or Public Holidays during a qualifying period.	Additional Annual Leave
4-10	1 additional working day
11-17	2 additional working days
18-24	3 additional working days
25-31	4 additional working days
32 or more	5 additional working days

For the purpose of this subclause:

- 17.5.1 Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday will be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- 17.5.2 A qualifying period will mean the period commencing 12 months from 1 December each year.
- 17.6 An officer will accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- 17.7 At least 2 consecutive weeks' annual leave is required to be taken by an officer every 12 months except where an officer has insufficient leave to credit.

- 17.8 Each officer is required to manage their leave to ensure there is no accrual of leave above 9 weeks (342 working hours), except as provided for at subclause 17.12, Conservation of Leave.
- 17.9 The Commissioner will notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer is required to (except as provided for at subclause 17.12), roster sufficient annual leave in order that their projected accrual of leave will not exceed 342 working hours.
- 17.10 Where insufficient annual leave has been nominated by an officer to reduce their projected leave accrual below 342 working hours, the Commissioner may direct an officer to take annual leave at any time of the year, subject to a reasonable period of notice being not less than four weeks.
- 17.11 As far as practicable, the Commissioner will take into account the wishes of the officer in respect of the rostering of annual leave but will be required to balance the needs of the organisation with the wishes of the officer.
- 17.12 Conservation of Leave - If an officer is prevented by operational (as advised by their supervisor) or personal reasons from taking sufficient annual leave to maintain accrued leave at a level below 342 working hours, the Commissioner will consider, and where approved, enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.
- 17.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- 17.14 The Commissioner will inform an officer in writing on a regular basis of the officer's annual leave accrual.
- 17.15 Termination of services
- 17.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
- 17.15.2 An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
- 17.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
- (a) the officer's surviving spouse, or
 - (b) if there is no such surviving spouse, the officer's children, or
 - (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken.
- 17.15.4 If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- 17.15.5 If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.

17.15.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.

17.15.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.

17.16 Accrual of Annual Leave While on Extended Leave, Sick Leave

17.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.

17.16.2 Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*.

17.17 Accrual of Annual Leave While Suspended Without Pay

17.17.1 Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 52 of the *Police Regulation 2015* except as provided at 17.17.2.

17.17.2 Where an officer ceases to be suspended without pay and is not terminated pursuant to s 181D of the *Police Act 1990* (NSW), annual leave accrues in respect of any such period of suspension without pay.

17.17.3 For the purposes of this provision, pay does not include maintenance payments made under Regulation 52(3) of the *Police Regulation 2015*.

17.17.4 This clause only applies to an officer who commences a period of suspension without pay on or after the day following the making of this award.

18. Purchased Leave

18.1 An officer may apply to enter into an agreement with the Commissioner to purchase either 2 weeks (76 working hours) or 4 weeks (152 working hours) additional leave in a 12 month period.

18.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.

18.1.2 The leave must be taken in the 12 month period specified in the 'Purchased Leave Agreement'.

18.1.3 The leave will count as service for all purposes.

18.2 The purchased leave will be funded through the reduction in the officer's ordinary rate of pay.

18.2.1 For the purpose of this clause "Ordinary Rate of Pay" means an officer's base salary plus any loadings or allowances in the nature of salary.

18.2.2 "Purchased leave rate of pay" means the rate of pay an officer receives when their ordinary rate of pay has been reduced to cover the cost of purchased leave.

18.2.3 To calculate the purchased leave rate of pay, the officer's ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

18.3 Purchased leave is subject to the following provisions:

18.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

18.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or time off in lieu will be paid at the purchased leave rate of pay.

18.3.3 Sick leave cannot be taken during a period of purchased leave.

18.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation.

18.3.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the officer's hourly rate based on the base salary rate.

18.3.6 Relieving Duties Allowance will not be paid when a period of purchased leave is taken.

18.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary of the Treasury in consultation with the Association. The NSW Police Force may make adjustments relating to their salary administration arrangements.

19. Extended Leave

19.1 Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the *Police Regulation* 2015.

19.2 Entitlement to Extended Leave

19.2.1 Subject to this Clause, an officer is entitled:

- (a) after service for 7 years, to an amount of leave proportionate to an officer's length of service (up to 10 years), calculated on the basis of 2 months (334.4 working hours) on full pay or 4 months (668.8 working hours) on half pay, or 1 month (167.2 working hours) on double pay for 10 years served, and
- (b) after service for more than 10 years, to:
 - (i) leave as provided by subparagraph (a) above, and
 - (ii) in addition, an amount of leave proportionate to the officer's length of service after 10 years, calculated on the basis of 5 months (836 working hours) on full pay, or 10 months (1,672 working hours) on half pay, or 2.5 months (418 working hours) on double pay for 10 years served after service for 10 years.

19.2.2 For the purpose of calculating the entitlement of an officer to extended leave under this subclause at any time:

- (a) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
 - (i) any extended leave, or leave in the nature of extended leave, and
 - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
- (b) taken or received by that officer before that time, and
- (c) the provisions of Schedule 1 of the *Government Sector Employment Regulation* 2014 have effect.

19.2.3 If the services of an officer with at least 5 years' service and less than 7 years' service are terminated (otherwise than by the making of an order pursuant to section 181D of the *Police Act 1990*):

- (a) by the Crown, the Governor or the Commissioner for any reason other than the officer's serious and intentional misconduct, or
- (b) by the officer on account of illness, incapacity or domestic or other pressing necessity, the officer is entitled:
- (c) for 5 years' service, to 1 month's leave (167.2 working hours) on full pay, and
- (d) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave (501.6 working hours) for 15 years' service.

19.2.4 For the purposes of paragraph 19.2.1 above, "service" includes:

- (a) service under the *Teaching Services Act 1980*, and
- (b) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (c) in the case of an officer who has completed at least 7 years' service, any period of leave without pay, not exceeding 6 months, taken after that commencement.

19.2.5 In subparagraph (c) of 19.2.4, for the purpose of determining whether or not an officer has completed at least 7 years' service, the officer's period of service is to be taken:

- (a) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (b) to exclude any period of leave without pay taken after that commencement.

19.3 Debiting Extended Leave

19.3.1 Where an officer is granted sufficient extended leave to enable a complete rostered week to be taken as extended leave, then the officer's credit of extended leave will be debited by 38 hours and the officer will be deemed to be on extended leave for the entire rostered week, inclusive of rest days, recurrent leave days and public holidays.

19.3.2 Where an officer seeks and is granted sufficient extended leave to enable a lesser period than a complete rostered week to be taken as extended leave, inclusive of rest days and recurrent leave days, then the officer's extended leave credits will be debited by the hours the officer would have otherwise worked in accordance with the roster had the officer not been on extended leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) will be debited 7.6 hours for each working day taken as extended leave.

19.3.3 An officer may apply for extended leave at double pay. Where such leave is granted and taken, the amount of extended leave debited from the officer's entitlement will be double of that which would otherwise be debited if the officer had applied for extended leave at full pay.

19.3.4 Public Holidays that fall whilst an officer is on extended leave will be paid and not debited from the officer's extended leave entitlement.

19.3.5 Prior to entering on extended leave and/or immediately following resumption, an officer's ordinary working hours will, if necessary, be adjusted so that the officer's ordinary hours average 38 per week for that part of the roster period not included in the period of extended leave.

19.4 Entitlement to Gratuity Instead of Extended Leave

An officer who has acquired a right to extended leave with pay is entitled, immediately on the termination of the officer's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the officer may be otherwise entitled.

19.5 Payment Where Officer Has Died

19.5.1 If an officer has acquired a right to extended leave with pay and dies before starting it, or after starting it dies before completing it:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

19.5.2 If an officer with at least 5 years' service as an adult and less than 7 years' service dies:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, the persons who, in the opinion of the Commissioner, were, at the time of the death of the officer, dependant relatives of the officer,

is or are entitled to receive the money value of the leave which would have accrued to the officer had her or his services terminated, calculated at the rate of salary that the officer was receiving at the time of his or her death.

19.5.3 If there is a guardian of any children entitled under paragraph (a) or (b), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

19.5.4 If there is no person entitled under paragraph 19.5.1 or 19.5.2 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, payment in respect of that leave must be made to the officer's personal representatives.

19.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

19.5.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.

19.5.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.

20. Sick Leave

20.1 Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the *Police Regulation 2015*.

20.2 Authority to grant sick leave

20.2.1 Subject to the provisions of this clause, if the Commissioner is satisfied that an officer is unable to perform her or his duty because of illness, the Commissioner:

- (a) must grant the officer sick leave on full pay, and
- (b) may grant the officer sick leave without pay if the absence of the officer exceeds his or her entitlement to sick leave on full pay under this clause.

20.2.2 An officer may elect to take available annual or extended leave instead of sick leave without pay.

20.2.3 Payment for sick leave is subject to the Officer;

- (a) Informing their supervisor as soon as reasonably practicable that they are unable to perform duty because of illness; and
- (b) stating the nature of the illness or injury and estimated duration of the absence at the time of notifying their manager; and
- (c) Providing evidence of illness as soon as practicable as required by this clause.

20.2.4 If an officer is concerned about disclosing the nature of the illness to their supervisor they may elect to have the application for sick leave dealt with confidentially by an alternative manager or the human resources section of the NSW Police Force.

20.3 Requirements for Medical Evidence

20.3.1 A reference in this clause to medical evidence of illness will apply, as appropriate:

- (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Commissioner's discretion, another registered health services provider,
- (b) where the absence exceeds one week, and unless the health provider listed in subparagraph (a) of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- (c) at the Commissioner's discretion, other forms of evidence that satisfy that the officer had a genuine illness.

20.3.2 As a general practice backdated medical certificates will not be accepted. However, if an officer provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.

20.3.3 An officer absent from duty because of illness:

- (a) in respect of any such absence in excess of 2 consecutive working days, must furnish medical evidence to the Commissioner, or
- (b) in respect of any such absence of 2 consecutive working days or less, must if required to do so by the Commissioner, furnish medical evidence to the Commissioner.
- (c) In addition to the requirements under paragraph 20.2.3, an officer may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Commissioner. Officers who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.

20.3.4 Despite paragraph 20.3.1, the Commissioner may at any time require an officer who has been granted sick leave to furnish medical evidence of the inability of the officer to resume duty.

20.3.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the officer, after discussion with the officer, the evidence provided and the officer's application for leave can be referred to a medical practitioner chosen by the Commissioner.

(a) The type of leave granted to the officer will be determined by the Commissioner on the advice of a medical practitioner chosen by the Commissioner.

(b) If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the officer when determining the type of leave granted.

20.3.6 An officer may elect to have an application for sick leave dealt with confidentially by a medical practitioner in accordance with such procedures as may be determined from time to time by the Commissioner.

20.3.7 Where an officer on annual leave or extended leave furnishes to the Commissioner a satisfactory medical certificate in respect of illness occurring during that leave, the Commissioner may, subject to the provisions of this subclause, grant sick leave to the officer for the following period:

(a) in the case of an officer on annual leave, the period set out in the medical certificate,

(b) in the case of an officer on extended leave, the period set out in the medical certificate, unless that period is less than 7 calendar days.

20.3.8 Paragraph 20.3.7 applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

20.3.9 Paragraph 20.3.7 does not apply to sick leave that has been taken for carer's leave purposes in accordance with clause 21, of this Award (Sick Leave to Care for a Family Member).

20.4 Sick Leave Entitlements

20.4.1 Sick leave on full pay accrues to an officer at the rate of 15 working days (114 working hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.

20.4.2 Sick leave will be debited in accordance with the ordinary hours the officer would have worked had they not been absent on sick leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) will be debited 7.6 hours for each working day taken as sick leave.

20.4.3 Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer commences duty at the rate of one and a quarter working days (9.5 working hours) for each complete month before the next 1 January.

20.5 Re-credit of Rest Days - Non-Commissioned Officers

Any Non-Commissioned Officer classified as a seven day shift worker who is sick on two or more rest days in any rostered week may elect to have the second and subsequent rest days re-credited and have their sick leave debited accordingly. Such re-credited rest days will be taken as rest days in lieu at a mutually convenient time in the current or next roster period. The number of hours to be debited from sick leave on a rest day when sick will be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be re-credited for any one continuous period of sick leave.

20.6 Payment During Initial Period of Service

20.6.1 No more than 5 working days' (38 working hours) sick leave is to be granted to an officer during the first 3 months of service unless a satisfactory medical certificate in respect of each absence is furnished.

20.6.2 On completion of the first 12 months' service, payment may be made to an officer for such portion of sick leave taken without pay during the first 3 months of that service as, with the addition of all sick leave on full pay granted during that period of 12 months, does not exceed a total of 15 working days (114 working hours).

20.7 Procedure Where Workers Compensation Claimed

20.7.1 This paragraph applies where an officer is or becomes unable to attend for duty or to continue on duty in circumstances which may give the officer a right to claim compensation under the *Workers Compensation Act 1987*.

20.7.2 If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to subparagraph 20.3.5(a) and paragraph 20.3.7, be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.

20.7.3 If an officer who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act refuses to submit to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

20.7.4 If, as a result of any such medical examination:

- (a) a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
 - (b) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
 - (c) the officer refuses or fails to resume or perform the employment so provided,
- all payments in accordance with this clause are to cease from the date of that refusal or failure.

20.7.5 Despite sub paragraph 20.7.4(b), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 87F of the *Workers Compensation Act 1987*, there will then be no further sick leave granted on full pay.

20.8 Procedure Where Other Claim Has Been Made.

20.8.1 This paragraph applies if the circumstances of any injury to or illness of an officer may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*.

20.8.2 Sick leave on full pay may, subject to and in accordance with this clause, be granted to an officer on completion of an undertaking by the officer in a form approved by the Commissioner:

- (a) that any such claim if made will include a claim for the value of any period of sick leave on full pay granted, and

- (b) that, if the officer receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of sick leave, the officer will repay to the Commissioner such money as is paid by the Commissioner in respect of any such period of sick leave.

20.8.3 Sick leave on full pay is not to be granted to an officer who refuses or fails to complete such an undertaking, except with the express approval of the Commissioner given on the grounds that the refusal or failure is unavoidable in the circumstances.

20.8.4 On repayment made to the Commissioner pursuant to an undertaking given by an officer, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the officer, is to be restored to the credit of the officer.

21. Sick Leave to Care for a Family Member

21.1 Where family and community service leave provided in clause 29 is exhausted, an officer with responsibilities in relation to a category of person set out in paragraph 21.1.3 of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.

21.1.1 The sick leave will initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the officer's eligible service.

21.1.2 The officer will, if required,

- (a) establish either by production of medical evidence consistent with the requirements of paragraph 20.3.1, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

In normal circumstances, an officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

21.1.3 The entitlement to use sick leave in accordance with this clause is subject to;

- (a) the officer being responsible for the care and support of the person concerned; and
- (b) the person concerned being;

a spouse of the officer, or

a de facto spouse, being a person of the opposite sex to the officer who lives with the officer as her husband or his wife on a bona fide domestic basis although not legally married to that officer; or

a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or of the spouse or of the de facto spouse of the officer; or

a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or a relative of the officer who is a member of the same household, where for the purposes of this definition.

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

22. Maternity Leave

22.1 An officer who is pregnant will, subject to this clause, be entitled to be granted maternity leave as follows:

22.1.1 for a period up to 9 weeks prior to the expected date of birth; and

22.1.2 for a further period of up to 12 months from the actual date of birth.

22.2 An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:

22.2.1 full-time for a period of up to 12 months; or

22.2.2 part-time for a period of up to 2 years; or

22.2.3 as a combination of full-time and part-time over a proportionate period up to two years.

22.3 An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

22.4 An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child will be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.

22.5 If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer will be appointed to a position of the same rank as the officer's former position.

22.6 An officer who:

22.6.1 applied for maternity leave within the time and in the manner determined by the Commissioner; and

22.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, will be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period, from the date maternity leave commences.

22.7 Except as provided in subclause 22.6 of this clause, maternity leave will be granted without pay.

23. Parental Leave

23.1 Parental Leave will be granted as follows:

23.1.1 Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph 25.1.1 Right to Request Additional Maternity, Parental or Adoption Leave.

23.1.2 Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph 25.1.2 Right to Request Additional Maternity, Parental or Adoption Leave.

- 23.2 Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- 23.3 Extended Parental leave:
- 23.3.1 may be taken full-time for a period not exceeding 12 months, or
- 23.3.2 may be taken part-time over a period not exceeding 2 years, or
- 23.3.3 may be taken partly full-time and partly part-time over a proportionate period.
- 23.3.4 Extended Parental leave may then continue under the terms outlined in paragraph 25.1.3 of subclause 25.1 Right to Request Additional, Maternity, Parental or Adoption Leave.
- 23.4 An officer who resumes duty immediately on the expiration of parental leave:
- 23.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
- 23.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 23.5 An officer who;
- 23.5.1 applied for parental leave within the time and in the manner determined by the Commissioner; and
- 23.5.2 prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, will be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- 23.6 Except as provided in subclause 23.5 of this clause, parental leave is to be granted without pay.

24. Adoption Leave

- 24.1 An officer who adopts, and becomes the primary care-giver for, a child:
- 24.1.1 if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or
- 24.1.2 if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.
- 24.2 Adoption leave referred to in subclause 24.1:
- 24.2.1 may be taken full-time for a period not exceeding 12 months, or
- 24.2.2 may be taken part-time over a period not exceeding 2 years, or
- 24.2.3 may be taken partly full-time and partly part-time over a proportionate period,
- 24.2.4 Adoption leave may then continue under the terms outlined in paragraphs 25.1.2 and 25.1.3 Right to Request Additional Maternity, Parental or Adoption leave as the Commissioner may permit.
- 24.3 Adoption leave commences on the date when the officer takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the officer.

- 24.4 An officer who resumes duty immediately on the expiration of adoption leave:
- 24.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
 - 24.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 24.5 Except as otherwise provided by subclause 24.6, adoption leave is to be granted without pay.
- 24.6 An officer who:
- 24.6.1 applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and
 - 24.6.2 prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,
- is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

25. Right to Request Additional Maternity, Parental or Adoption Leave

- 25.1 An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 22, 23 or 24 of this Award may make a request to the Commissioner to;
- 25.1.1 extend a period of short term parental leave as provided for in subclause 23.1 of this Award to an unbroken period of 8 weeks;
 - 25.1.2 extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;
 - 25.1.3 return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age;
- to assist the officer in reconciling work and parental responsibilities.
- 25.2 The Commissioner will consider the request having regard to the officer's circumstances and, provided the request is genuinely based on the officer's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

26. Communication During Maternity, Parental Or Adoption Leave

- 26.1 Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner will take reasonable steps to;
- 26.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and
 - 26.1.2 provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.
- 26.2 The officer will take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken,

whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.

- 26.3 The officer will also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause 26.1.

27. Accrual of Leave While on Maternity, Parental or Adoption Leave

- 27.1 For the purpose of accrual of leave by an officer:

27.1.1 any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and

27.1.2 half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.

- 27.2 For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

28. Incremental Progression While on Maternity Leave, Adoption Leave or Parental Leave

- 28.1 For the purpose of payment of any increment to an officer:

28.1.1 a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and

28.1.2 a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

29. Family and Community Service Leave

- 29.1 The Commissioner will, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.

- 29.2 Such cases may include but not be limited to the following:

29.2.1 compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;

29.2.2 accommodation matters up to one day - such as attendance at court as a defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

29.2.3 emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;

29.2.4 other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

- 29.3 An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.

- 29.4 The maximum amount of family and community service leave on full pay that may be granted to an officer is:

29.4.1 two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;

- 29.4.2 after the completion of 2 years service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- 29.5 Family and community service leave will be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) will be debited 7.6 hours for each working day taken as family and community service leave.
- 29.6 The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- 29.7 The amount of any family and community service leave without pay that may be granted under subclause 29.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

30. Leave Without Pay

- 30.1 The Commissioner may grant leave without pay to an officer for a period not exceeding 3 years if good and sufficient reason is shown.
- 30.2 Leave without pay is subject to such conditions as the Commissioner may from time to time determine.
- 30.3 Leave without pay may be granted on a full-time or a part-time basis.
- 30.4 Leave without pay is not to be counted as service for the purposes of:
- 30.4.1 accrual of annual leave or sick leave, or
- 30.4.2 the payment of any increment.
- 30.5 Leave without pay is not to be counted as service for the purposes of:
- 30.5.1 any qualification for promotion within the rank of constable, or
- 30.5.2 the period of any probation.
- 30.6 This clause does not apply to leave without pay that is sick leave, maternity leave, adoption leave or parental leave.

31. Military Leave

- 31.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the officer's unit.
- 31.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an officer from rendering or volunteering to render, ordinary defence Reserve service.
- 31.3 Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause 31.1 of this clause.
- 31.4 The Commissioner may grant an officer special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.

- 31.5 An officer who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 31.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 31.6 Military Leave Top Up Pay is calculated as the difference between an officer's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence. For the purpose of this clause ordinary pay will include the officers annual salary (including loadings paid to non-commissioned officers), plus any annualised allowances such as special duties, academic, remote areas or plain clothes allowances ordinarily received by the officer but will not include shift penalties, overtime payments or on-call allowances.
- 31.7 During a period of Military Leave Top Up Pay, an officer will continue to accrue sick leave, annual leave and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 31.8 At the expiration of military leave in accordance with subclause 31.3 or 31.4 of this clause, the officer will furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

32. Special Leave

- 32.1 Special leave on full pay is to be granted to officers:
- 32.1.1 for the purpose of attending at any examination under the *Police Act 1990* or the *Police Regulation 2015*, and
- 32.1.2 up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- 32.2 Special leave granted under subclause 32.1 for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- 32.3 Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Secretary for the Treasury.
- 32.4 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 33. Leave for Matters Arising from Domestic Violence have been exhausted, the Commissioner will grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

33. Leave for Matters Arising from Domestic Violence

- 33.1 The Definition of domestic violence is found in clause 3.10 of this award.
- 33.2 Officers are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- 33.3 The leave entitlements referred to in subclause 33.2 is not pro-rata for part-time officers.
- 33.4 Officers can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an officer must take in a day.
- 33.5 Officers experiencing domestic and family violence may take domestic and family violence leave for the following purposes:
- 33.5.1 seeking safe accommodation or establishing safety;
- 33.5.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

- 33.5.3 attending court and other legal proceedings relating to their experience of domestic and family violence;
 - 33.5.4 organising alternative care or education arrangements for their children or person(s) in their care;
 - 33.5.5 other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - 33.5.6 any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- 33.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, officers should advise their Commander/Manager of the need to take domestic and family violence leave as soon as possible.
- 33.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- 33.8 The Commissioner should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- 33.9 Evidence of the occurrence of domestic and family violence may include:
- 33.9.1 a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - 33.9.2 a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - 33.9.3 a medical certificate;
 - 33.9.4 a statutory declaration by the employee experiencing domestic and family violence; or
 - 33.9.5 any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- 33.10 Evidence provided by an officer should be sighted and must be returned to the officer. The evidence must not be stored on the officer's personnel file.
- 33.11 The intent of paid domestic and family violence leave is to provide officers with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave.
- 33.11.1 Full-time and part-time officers are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
- 33.12 The Commissioner must keep personal information about domestic and family violence (including information about support provided by NSW Police Force) confidential. This includes not recording instances of or information about domestic and family violence leave on:
- 33.12.1 payslips,
 - 33.12.2 the officer's personnel file, or
 - 33.12.3 rosters.

- 33.13 Any information regarding an officer's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the officer's consent, a relevant senior manager.
- 33.14 The Commissioner must not take adverse action against an officer because they:
- 33.14.1 have experienced, or are experiencing, domestic and family violence; or
 - 33.14.2 use the paid domestic and family violence leave provisions.
- 33.15 The Commissioner will provide support to an officer experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.
- 33.16 Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the code of conduct for the NSW police force response to domestic and family violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.
- 33.17 Officers providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:
- 33.17.1 Family and Community Service Leave (Clause 29); or
 - 33.17.2 Sick Leave to Care for a Family Member (Clause 21).
- 33.18 For the leave entitlements referred to in subclause 33.18. The "family" or "household" member that the employee is providing care and support to must meet the definition of these terms, as referred to at:
- 33.18.1 Family and Community Service Leave (Clause 29); or
 - 33.18.2 Sick Leave to Care for a Family Member (Clause 21).
- 33.19 If the Commissioner needs to establish the reasons for an officer accessing existing leave entitlements under the provisions referred to in subclause 33.18, the officer may be required to provide evidence consistent with subclause 20.3, Sick Leave – Requirements for Evidence of Illness of this award or any other form of evidence that is considered acceptable by the Commissioner such as a statutory declaration.

SECTION 3 - ASSOCIATION ACTIVITIES

34. Association Activities Regarded as Special Leave

- 34.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 34.1.1 annual or biennial conferences of the delegate's union;
 - 34.1.2 meetings of the union's Executive, Committee of Management or Councils;
 - 34.1.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 34.1.4 attendance at meetings called by Unions NSW involving a government sector association, which requires attendance of a delegate;
 - 34.1.5 attendance at meetings called by the Secretary for the Treasury, for industrial purposes, as and when required;

- 34.1.6 giving evidence before an Industrial Tribunal as a witness for the Association;
- 34.1.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 34, 35 and 36 of this Award apply.

35. Association Activities Regarded as on Duty

- 35.1 An Association delegate will be released from the performance of normal departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 35.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
 - 35.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 35.1.3 A reasonable period of preparation time, before -
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
 - 35.1.4 by agreement with management, where operational requirements allow the taking of such time;
 - (a) giving evidence in court on behalf of the employer;
 - (b) appearing as a witness before the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal;
 - (c) representing their Association at the Industrial Relations Commission in relation to a disciplinary or Hurt on Duty appeal as an advocate;
 - (d) presenting information on the Association and Association activities at induction sessions for new staff of the New South Wales Police Force; and
 - (e) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

36. Association Training Courses

- 36.1 The following training courses will attract the grant of special leave as specified below:
- 36.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted will be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 14, Local Arrangements, of this Award.
 - 36.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the officer's Association or a training provider nominated by the Association. A maximum of 12 working days (91.2 working hours) in any period of 2 years applies to this training and

is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other Than Detectives and Police Prosecutors)

- 37.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 64, Competency Based Incremental Progression (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives and Police Prosecutors) will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1a - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.
- 37.2 As of 1 July 2024, the pay scales prescribed in Table 1a - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates have been updated. Upon the day of the non-commissioned officers next incremental progression after 1 July 2024 (subject to the terms specified in clause 37.1), will transition from Table 1a - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries to Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates in accordance with the following table:

Table 1a - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries	Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries
Rank/Incremental Level	Rank/Incremental Level
Probationary Constable (Level 1)	Constable Level 2
Constable Level 2	Constable Level 3
Constable Level 3	Constable Level 4
Constable Level 4	Constable Level 5
Constable Level 5	Promotion to Senior Constable (Subject to Regulations)
Senior Constable Level 1	Senior Constable Level 2
Senior Constable Level 2 Step 1	Senior Constable Level 2
Senior Constable Level 2 Step 2	Senior Constable Level 2
Senior Constable Level 3 Step 1	Senior Constable Level 3
Senior Constable Level 3 Step 2	Senior Constable Level 3
Senior Constable Level 3 Step 3	Senior Constable Level 3
Senior Constable Level 4 Step 1	Senior Constable Level 4
Senior Constable Level 4 Step 2	Senior Constable Level 4
Senior Constable Level 5 Step 1	Senior Constable Level 5
Senior Constable Level 5 Step 2	Senior Constable Level 5
Senior Constable Level 6	Senior Constable Level 5
Sergeant 1st Year	Sergeant 1st Year
Sergeant 2nd Year	Sergeant 1st Year
Sergeant 3rd Year	Sergeant 2nd Year
Sergeant 4th Year	Sergeant 2nd Year
Sergeant 5th Year	Sergeant 3rd Year
Sergeant 6th Year	Sergeant 4th Year
Sergeant 7th Year	Sergeant 5th Year
Sergeant 8th Year	Sergeant 5th Year
Sergeant 9th Year	Sergeant 5th Year

Senior Sergeant 1st Year	Senior Sergeant 1st Year
Senior Sergeant 2nd Year	Senior Sergeant 1st Year
Senior Sergeant 3rd Year	Senior Sergeant 2nd Year
Senior Sergeant 4th Year	Senior Sergeant 3rd Year
Senior Sergeant 5th Year	Senior Sergeant 3rd Year

38. Salaries (Detectives)

38.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 64, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2a - Detectives' Salaries of Part B, Monetary Rates. In addition to their base salary Detectives will be paid the following allowances in the nature of salary:

38.1.1 the Loading prescribed by clause 40 of this Award; and

38.1.2 an allowance equivalent to a Grade 3 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of Part B, Monetary Rates; and

38.1.3 the allowance as prescribed in Table 7 - Detectives' Special Allowance of Part B, Monetary Rates.

38.2 As of 1 July 2024, the pay scales prescribed in Table 2 – Detectives Salaries of PART B, Monetary Rates have been updated. Upon the day of the Detectives next incremental progression after 1 July 2024 (subject to the terms specified in clause 38.1), will transition from Table 2a – Detectives Salaries of PART B, Monetary Rates to Table 2b Detectives Salaries of PART B, Monetary Rates in accordance with the following table:

Table 2a Detectives Salaries of PART B, Monetary Rates	Table 2b Detectives Salaries
Rank/Incremental Level	Rank/Incremental Level
Detective 1st Year	Detective 2nd Year
Detective 2nd Year	Detective 3rd Year
Detective 3rd Year	Detective 4th Year
Detective 4th Year	Detective 4th Year
Detective 5th Year	Detective 5th Year
Detective 6th Year	Detective 6th Year
Detective 7th Year	Detective 7th Year
Detective 8th Year	Detective 7th Year
Detective 9th Year	Detective 8th Year
Detective 10th Year	Detective 8th Year
Detective Sergeant 1st Year	Detective Sergeant 1st Year
Detective Sergeant 2nd Year	Detective Sergeant 2nd Year
Detective Sergeant 3rd Year	Detective Sergeant 3rd Year
Detective Sergeant 4th Year	Detective Sergeant 4th Year
Detective Sergeant 5th Year	Detective Sergeant 5th Year
Detective Sergeant 6th Year	Detective Sergeant 5th Year
Detective Senior Sergeant 1st Year	Detective Senior Sergeant 1st Year
Detective Senior Sergeant 2nd Year	Detective Senior Sergeant 2nd Year
Detective Senior Sergeant 3rd Year	Detective Senior Sergeant 3rd Year
Detective Senior Sergeant 4th Year	Detective Senior Sergeant 3rd Year

- 38.3 Upon the day of permanent appointment of a Non-Commissioned Officer as a Detective, he/she will transition from Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries to Table 2b - Detectives' Salaries of PART B, in accordance with the following table:

Incremental Level prior to permanent appointment	Incremental Level upon permanent appointment
Probationary Constable (Level 1)	
Constable Level 2	
Constable Level 3	
Constable Level 4	Detective 1st Year
Constable Level 5	Detective 2nd Year
Senior Constable Level 1	Detective 3rd Year
Senior Constable Level 2	Detective 4th Year
Senior Constable Level 3	Detective 5th Year
Senior Constable Level 4	Detective 6th Year
Senior Constable Level 5	Detective 7th Year
Sergeant 1st year	Detective Sergeant 1st Year
Sergeant 2nd	Detective Sergeant 2nd Year
Sergeant 3rd year	Detective Sergeant 3rd
Sergeant 4th year	Detective Sergeant 4th Year
Sergeant 5th year	Detective Sergeant 5th Year
Senior Sergeant 1st year	Detective Senior Sergeant 1st Year
Senior Sergeant 2nd year	Detective Senior Sergeant 2nd Year
Senior Sergeant 3rd year	Detective Senior Sergeant 3rd Year

- 38.4 Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 5 (more than 1 years' service on level 5) will, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective will retain their existing increment date.
- 38.5 A Non-Commissioned Officer who ceases to be a Detective will revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the *Police Act* 1990.
- 38.6 No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Commander, Human Resources.

39. Salaries (Police Prosecutors)

- 39.1 Subject to the *Police Act* 1990 and Regulations, and to the provisions of clause 64, Competency Based Incremental Progression (Non-Commissioned Officers) of this Award, a Police Prosecutor will, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3a - Police Prosecutors Salaries of PART B, Monetary Rates. In addition to their base salary Prosecutors will be paid the following allowances in the nature of salary:
- 39.1.1 the Loading prescribed by Clause 40, Loading, of this Award; and
- 39.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates; and
- 39.1.3 the allowance as prescribed in Table 8 - Prosecutors' Special Allowance of PART B, Monetary Rates.
- 39.2 As of 1 July 2024, the pay scales prescribed in Table 3a – Police Prosecutors Salaries of PART B, Monetary Rates have been updated. Upon the day of the Police Prosecutors next incremental

progression after 1 July 2024 (subject to the terms specified in clause 39.1), will transition from Table 3a – Police Prosecutors Salaries of PART B, Monetary Rates to Table 3b – Police Prosecutors Salaries of PART B, Monetary Rates in accordance with the following table:

Table 3a – Police Prosecutors Salaries	Table 3b – Police Prosecutors Salaries
Rank/Incremental Level	Rank/Incremental Level
Prosecutor 1st Year	Prosecutor 2nd Year
Prosecutor 2nd Year	Prosecutor 3rd Year
Prosecutor 3rd Year	Prosecutor 4th Year
Prosecutor 4th Year	Prosecutor 4th Year
Prosecutor 5th Year	Prosecutor 5th Year
Prosecutor 6th Year	Prosecutor 6th Year
Prosecutor 7th Year	Prosecutor 7th Year
Prosecutor 8th Year	Prosecutor 7th Year
Prosecutor 9th Year	Prosecutor 8th Year
Prosecutor 10th Year	Prosecutor 8th Year
Prosecutor Sergeant 1st Year	Prosecutor Sergeant 1st Year
Prosecutor Sergeant 2nd Year	Prosecutor Sergeant 2nd Year
Prosecutor Sergeant 3rd Year	Prosecutor Sergeant 3rd Year
Prosecutor Sergeant 4th Year	Prosecutor Sergeant 4th Year
Prosecutor Sergeant 5th Year	Prosecutor Sergeant 5th Year
Prosecutor Sergeant 6th Year	Prosecutor Sergeant 5th Year
Prosecutor Senior Sergeant 1st Year	Prosecutor Senior Sergeant 1st Year
Prosecutor Senior Sergeant 2nd Year	Prosecutor Senior Sergeant 2nd Year
Prosecutor Senior Sergeant 3rd Year	Prosecutor Senior Sergeant 3rd Year
Prosecutor Senior Sergeant 4th Year	Prosecutor Senior Sergeant 3rd Year

- 39.3 On and from the first full pay period after the officer is notified they have successfully completed the Prosecutor Education Program (PEP), a Non-Commissioned Officer will transition to Table 3b - Police Prosecutors Salaries of Part B, Monetary Rates in accordance with the following table:

Incremental Level prior to permanent appointment	Incremental Level upon completion of the PEP
Probationary Constable (Level 1)	Police Prosecutor 1st Year
Constable Level 2	Police Prosecutor 1st Year
Constable Level 3	Police Prosecutor 1st Year
Constable Level 4	Police Prosecutor 1st Year
Constable Level 5	Police Prosecutor 2nd Year
Senior Constable Level 1	Police Prosecutor 3rd Year
Senior Constable Level 2	Police Prosecutor 4th Year
Senior Constable Level 3	Police Prosecutor 5th Year
Senior Constable Level 4	Police Prosecutor 6th Year
Senior Constable Level 5	Police Prosecutor 7th Year
Sergeant 1st year	Prosecutor Sergeant 1st Year
Sergeant 2nd year	Prosecutor Sergeant 2nd Year
Sergeant 3rd year	Prosecutor Sergeant 3rd Year
Sergeant 4th year	Prosecutor Sergeant 4th Year
Sergeant 5th year	Prosecutor Sergeant 5th Year
Senior Sergeant 1st year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 2nd year	Prosecutor Senior Sergeant 2nd Year
Senior Sergeant 3rd year	Prosecutor Senior Sergeant 3rd Year

- 39.4 Non-Commissioned Officers who are classified as Probationary Constable (Level 1), Constable Level 2, Constable Level 3, Senior Constable Level 5 (more than 1 year's service on level 5) will, as at the date of transition to the Police Prosecutors' salary scale, be entitled to their next increment 12 months from

the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Police Prosecutors will retain their existing increment date.

- 39.5 A Non-Commissioned Officer who ceases to perform duty in the Police Prosecutions Command will revert to the rank and increment level he or she would have otherwise occupied had they not been performing duty in the Police Prosecutions Command.

40. Loading

- 40.1 A Non-Commissioned Officer will, in addition to the salary prescribed in clause 37, Salaries (Other than Detectives and Police Prosecutors), of this Award, be paid an allowance calculated to the nearest dollar, at the rate of 11.5% of such salary. The allowance being a loading for work performed on weekends, shift work, recall to duty and other incidents of employment not covered elsewhere in this Award, and including a Loading formerly paid on Annual Leave.

41. Field Training Allowance

- 41.1 A Non-Commissioned Officer who is:

- (a) performing general duties at a Police Area Command or Police District,
- (b) and meets the specified criteria as consulted between the Police Association of NSW and Commissioner of Police (including regular training/accreditation requirements),
- (c) and if approved to do so by the Commissioner, may be deployed as a Field Training Officer (FTO) to provide training and additional support to Probationary Constables during their applicable training program.

- 41.2 A FTO who is rostered to work with a probationary constable during their applicable training program, will be required to perform additional duties such as training, mentoring and supporting probationary constables whilst there are working in a Police Area Command / Police District.

- 41.3 For each completed shift where this occurs, the FTO will be paid a Field Training Allowance as specified by the formula listed below:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times 10\% \times H$$

Where:

A = Shift Allowance Payable (rounded to the nearest cent).

S = The rate of pay for a Senior Constable Level 3 as specified in Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

H = Number of ordinary hours in the shift.

- 41.4 For the avoidance of doubt, any Non-Commissioned Officers who are remunerated and classified as Leading Senior Constables are not entitled to the Field Training Allowance.

42. Special Duties Allowance

- 42.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40 Loading of this Award a Non-Commissioned Officer who holds a position and performs the duties of the role set out hereunder will on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates, of this Award, provided that, in respect to

grades 1 to 4, where more than one rate applies to a Non-Commissioned Officer they will only be entitled to one rate namely the higher or highest;

42.2 Gradings

Grade 1

Trainee Prosecutor, Police Prosecutions Command

Part Time Rescue/Bomb Operator, Tactical Operations Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Police Area Commands/District

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Traffic & Highway Patrol Command

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Reporting & Analytics, People & Capability Command

Tactical Airborne Technician, Technical Surveillance Operative, Aviation Command, Police Transport and Public Safety Command

Senior Operations Officer, Radio Operations Group

Negotiator Part time, Police Area Commands/District and Specialist Sections

Tactical Operational Response Squad, Part time Operative, Police Districts and Specialist Commands.

Protection Officers, Protection Operations Unit, Protective Security Group

Instructor, Dog & Mounted Unit

Witness Protection Unit, Protective Security Group, Counter Terrorism and Special Tactics Command

Grade 2

Armoury Technician, Armoury, Protective Security Group

Teacher, Driving Instructor, Police Driver, People & Capability Command

Engineering Investigator, Engineering Investigation Section, Forensic Evidence & Technical Services Command

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Evidence & Technical Services Command

STIB Operative, State Technical Investigation Unit, Technical Evidence and Science Branch, Forensic Evidence & Technical Services Branch

Teacher, Foundational Studies, People & Capability Command

Teacher, Continuing Education, People & Capability Command

Teacher, Operational Safety Trainer, Weapons and DEFTAC Training Unit, Westmead, Goulburn and Regional areas

Technical Officer, Metropolitan Wireless Network Services

Technical Officer, Radar Engineering Unit

Telecommunications Interception Branch Advisory Committee (TIBAC), High Tech Crime Branch, Forensic Evidence & Technical Services Command

Grade 3

Crime Scene Examiner, Forensic Evidence & Technical Services Command

Investigator (Detective), Police Area Command/District, State Crime Command and Specialist Commands

Document Examiner, Forensic Evidence & Technical Services Command

Fingerprint Technician, Forensic Evidence & Technical Services Command

Firearms/Ballistics Examiner, Forensic Evidence & Technical Services Command

Rescue/Bomb Operator, Tactical Operations Group

Criminal Profiler, Practitioner, Crime Faculty

Electronic Evidence Officer, Digital Forensics Unit, High Tech Crime Branch, Forensic Evidence & Technical Services Command

Negotiator Full Time, Negotiations Unit, Tactical Operations Group

Covert Investigations Unit, Professional Standards Command

Surveillance Operative, State Surveillance Branch, State Intelligence Command

Investigator, Crash Investigation Unit

Grade 4

Police Lawyer / Senior Police Lawyer, Office of the General Counsel

Advanced Capability Unit, Technical Operations, Cybercrime Squad, State Crime Command

Divers, Marine Area Command, Police Diving Unit,

Covert Applications Unit, Operational Legal Services Command, Police Prosecutions and Licencing Enforcement Command

42.3 Any Non-Commissioned Officer classified as a Detective or a Police Prosecutor, as defined in clause 3, Definitions, will not be entitled to any Special Duties Allowance.

42.4 Any Non-Commissioned Officer who is paid the Forensic Services Group Expert Allowance pursuant to clause 43 will not be entitled to any Special Duties Allowance.

43. Forensic Services Group Expert Allowance

43.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer

attached to Forensic Services Group who is recognised as an Expert in accordance with subclause 43.2, will be paid an annual allowance as prescribed in Table 10 - Forensic Services Group Expert Allowance of PART B, Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after;

43.1.1 a Non-Commissioned Officer obtains expert recognition, or

43.1.2 29 March 2012,

whichever is the later.

43.2 For the purposes of clause 43.1, a Non-Commissioned Officer receives expert recognition for the relevant forensic science discipline in accordance with the following:

Discipline	Expert Recognition
Fingerprint Examination	Australasian Forensic Field Sciences Accreditation Board certification
Crime Scene Investigation	Australasian Forensic Field Sciences Accreditation Board certification
Ballistics/Firearms Examination	Australasian Forensic Field Sciences Accreditation Board certification
Document Examination	Authorisation by the Commander Forensic Services Group to conduct both General Document Examination and Handwriting/Signature Examination

43.3 A Non-Commissioned Officer in receipt of the Forensic Services Group Expert Allowance will cease to be paid the allowance from the beginning of the first full pay period after they leave the Forensic Services Group, or from the beginning of the first full pay period after they are advised in writing that they have failed to maintain their Expert Recognition. The officer must provide to the Commander Forensic Services Group a copy of any correspondence advising he/she has lost Expert Recognition within seven (7) days of receipt.

44. Regional Target Action Group (Tag)/Anti-Theft Unit Allowance

44.1 An officer permanently appointed to a position in a Regional TAG or Antitheft unit may apply for an allowance in accordance with the officer's rank and position at the time of application, as follows:

Rank/Position	Allowance Level
Designated detectives occupying Sergeant Team Leader positions	Grade 3 Special Duties Allowance at the rate of 5 years after permanent appointment and Detectives' Special Allowance
Non Designated Officer occupying Sergeant Team Leader positions	Grade 3 Special Duties Allowance
Designated detectives occupying a position other than Sergeant Team Leader	Grade 3 Special Duties Allowance
Non Designated officer occupying a position other than Sergeant Team Leader	Grade 2 Special Duties Allowance

44.2 Individual applications will be assessed against objective criteria by a committee made up of the NSW Police Force and Police Association of NSW representatives.

44.3 Payment will be subject to approval by the Region Commander and Assistant Commissioner State Crime Command.

45. Tactical Operations Unit Allowance

45.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer attached to the Tactical Operations Unit who on the attainment of Modules 1, 2 and 3 of the New Operator Training Program (or upon completion of 3 years service in the unit having attained module 2 - refer note under Level 3 in table 17) will be paid an annual allowance as prescribed in Table 17 - Tactical Operations Unit Allowance of PART B Monetary Rates (paid fortnightly) on and from the

beginning of the first full pay period after 1 July 2017. The Special Duties Allowance payable to officers within the Tactical Operations Unit ceases from the beginning of the first full pay period on or after 1 July 2017.

46. Professional/Academic Qualification Allowance

- 46.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37, Salaries (Other than Detectives and Police Prosecutors), clause 38, Salaries (Detectives), clause 39, Salaries (Police Prosecutors) and clause 40, Loading, of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder will, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates, of this Award.
- 46.2 Non-Commissioned Officers will only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.
- 46.3 On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause will only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:

46.3.1 Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;

46.3.2 Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees including HECS-HELP or FEE-HELP (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where the New South Wales Police Force meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;

46.3.3 Payment of the Professional/Academic Qualification Allowance will cease when a Non-Commissioned Officer achieves their first merit-based promotion.

46.3.4 Payment of the Professional/Academic Qualifications Allowance will be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 66A of the *Police Act* 1990.

47. Special Operations Allowance

- 47.1 A Special Operation is defined as an operation relating to a special event that occurs on a regular or semi-regular basis or the result of a natural disaster or other significant event.
- 47.2 Non-Commissioned Officers deployed to a Special Operation as defined and who by virtue of that deployment are required to be accommodated in dormitory style accommodation away from their normal residence will be compensated by the payment of a Special Operations Allowance specified in Table 16 - Special Operations Allowance of PART B, Monetary Rates. The allowance is to compensate for the reduced availability of regular police facilities, use of dormitory style accommodation and the general disability associated with that style of accommodation.

48. On Call Allowances

- 48.1 "On Call" will mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call is required to remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer.

48.2 Vehicle Care - When a Non-Commissioned Officer has been placed On Call, and in addition to being on call is required to take charge of a vehicle which is the property of the New South Wales Police Force together with all Police equipment contained within and/or on and provide garage, or other reasonable parking facilities therefore having regard to its size, such officer will be paid for each 24 hours or part thereof at the rate specified in Table 12, Vehicle Care.

48.3 Rates of Allowance

In addition to the Salaries prescribed in clause 37, Salaries (Other than Detectives and Police Prosecutors), clause 38, Salaries (Detectives), clause 39, Salaries (Police Prosecutors) and clause 40, Loading, a Non-Commissioned Officer placed on call, as defined in subclause 48.1 above, will be paid the appropriate allowance as set out in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.

48.4 The payment of on call and vehicle care allowances prescribed in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. of this Award will not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non-Commissioned Officers are rostered or directed to remain on call (as defined) which thereby places a restriction on the officer's off duty hours which is greater than that normally expected of those positions.

49. Hours of Duty

49.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks will not exceed, on average, 38 hours per week and will be worked from Sunday to Saturday inclusive.

49.2 The 38 hour week will be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.

49.3 In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.

49.4 Non-Commissioned Officers will be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.

49.5 Rosters will provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum, unless by agreement between the officer and the Commander. The maximum period that this can be averaged over will be no longer than 12 weeks.

49.6 Rosters will be arranged as far as practicable to give at least fourteen (14) days notice of the particular day or days to be allotted as rest days.

49.7 A Non-Commissioned Officer will, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. Changes of shift without 24 hours notice can only be approved by a Commissioned Officer for genuine operational reasons after all other reasonable options have been exhausted. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift will be paid at the overtime rate specified in clause 52 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.

49.8 The roster of each Non-Commissioned Officer will, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break will be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause will not apply to the day of changeover from cycles of rostered shifts.

49.9 Non-Commissioned Officers will not be directed to work broken shifts.

50. Shift Allowance

50.1 A Non-Commissioned Officer who works a full shift will be paid, in addition for each shift actually worked, an allowance in accordance with the following table:

	Commencing Time	Allowance
Day	At or after 6 am and before 10 am	0%
Afternoon	At or after 10am but before 1pm (C Shift)	10%
Afternoon	At or after 1 pm and before 4pm (A Shift)	15%
Night	At or after 4 pm and before 4am (B Shift)	17.5%
Night	At or after 4 am and before 6am (C Shift)	10%

50.2 The allowance prescribed in subclause 50.1 above will be based upon the following formula:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times R \times H$$

Where:

A = Shift Allowance Payable (rounded to the nearest cent)

S = The rate of pay for a Sergeant 5th Year as specified in Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

R = The relevant percentage rate as prescribed in subclause 50.1 above.

H = Number of ordinary hours in the shift.

50.3 For the purpose of making a claim for payment, the shifts attracting a 10% allowance will be known as a "C" shift; the shifts attracting an allowance of 15% will be known as an "A" shift; and the shifts attracting an allowance of 17.5% will be known as a "B" shift.

50.4 A Non-Commissioned Officer will not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.

50.5 A Non-Commissioned Officer who, because of the operation of subclause 52.7, Overtime works only part of a shift specified in the above table, will be entitled to the full allowance prescribed for such shift.

51. Meals

51.1 A Non-Commissioned Officer will be allowed an unbroken period of not less than thirty minutes each shift for meals.

51.2 A Non-Commissioned Officer will not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, will be a paid crib break of no more than 20 minutes duration.

51.3 A Non-Commissioned Officer who actually incurs expense in purchasing a meal:

51.3.1 when they have worked more than one half hour beyond the completion of a rostered shift or;

51.3.2 where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or

51.3.3 where they are performing escort duty and cannot carry a meal;

will be entitled to be compensated in accordance with the rates prescribed in Table 13 - Meal Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. Provided where the actual expenditure exceeds the rates prescribed a Non-Commissioned Officer will be entitled to a refund of amounts actually paid upon production of receipts.

52. Overtime

- 52.1 All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 49, Hours of Duty, will be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 63, Public Holidays, will be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 52.8, in computing overtime, each day's work will stand alone.
- 52.2 Overtime will be calculated to the nearest quarter hour provided that periods of less than a quarter hour will not be counted.
- 52.3 Overtime for Non-Commissioned Officers will be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1a or Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 40, Loading, of this Award, which constitute salary and attract superannuation deductions.
- 52.4 In lieu of the provisions of subclause 52.3 above;
- 52.4.1 overtime for Detectives will be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2a or Table 2b - Detectives' Salaries of PART B, Monetary Rates and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 7 - Detectives' Special Allowance - PART B, Monetary Rates, and
- 52.4.2 overtime for Police Prosecutors will be calculated on an hourly rate of pay assessed on total annual salary of a Police Prosecutor comprising the rate of base salary prescribed by Table 3a or Table 3b - Police Prosecutors Salaries of PART B, Monetary Rates, and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40, Loading, of this Award and excluding the Allowance prescribed by Table 8 - Prosecutors' Special Allowance - PART B, Monetary Rates.
- 52.5 Time spent travelling will not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort).
- 52.6 Approval to work overtime will be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances will be reported at the first available opportunity to the appropriate officer who will, if the working of overtime was justified, certify that the work was necessarily performed.
- 52.7 Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times, they will be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such ten (10) consecutive hours off duty, they will be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until they are released from duty for such period and the Non-Commissioned Officer will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary

working time occurring during such absence.

Provided that all overtime worked as a result of a recall will not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.

- 52.8 In situations where two (or more in the case of multiple recalls) periods of overtime are worked on one day, then only the time actually worked will count for the determination of the payment of double time.

53. Recall to Duty

- 53.1 A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and whether such recall is at the direction of a senior officer of the New South Wales Police Force or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall;
- 53.1.1 commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner or
- 53.1.2 in the case of a Non-Commissioned Officer directed or rostered on call, as defined in subclause 48.1, who takes home a fully equipped specialist vehicle, commences when the Non-Commissioned Officer leaves home and terminates upon arrival at home or the commencement of the next shift whichever is the sooner.

Note: A "fully equipped specialist vehicle" referred to in paragraph 53.1.2 means the vehicle is equipped for the specific requirement of the recall versus a mode of transportation. Examples of a fully equipped specialist vehicle would include:

- (a) a Forensic Services vehicle carrying crime scene examination equipment; or
- (b) a Wireless Network Services vehicle carrying radios or electronic maintenance equipment; or
- (c) a Rescue and Bomb Squad Vehicle; or
- (d) a Tactical Operations Unit vehicle which is fully equipped with specialist weapons and/or equipment for the purpose of the recall, or
- (e) a Dog Unit Vehicle modified for and carrying a Police Dog/s.

A vehicle with a police radio, bullet resistant vest, lights and sirens, mobile data terminal etc. is not considered a fully equipped specialist vehicle for the purpose of paragraph 53.1.2 when it is used solely as transportation to and from the recall.

- 53.2 A Non-Commissioned Officer recalled to duty will be paid, subject to subclause 52.7, Overtime for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause 52.1, Overtime, for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 53.3 A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- 53.4 The minimum period for the payment of overtime worked specified in subclause 52.2, Overtime will not apply to entitlements under this clause.
- 53.5 A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum

period of three hours will not be required to undertake any additional duty for the remainder of the three hour period.

- 53.6 A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours will, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 59, Travelling Time for any period of travel exceeding one hour.
- 53.7 In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
- 53.7.1 a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
- 53.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.

53.8 Recall During Annual and Extended Leave

- 53.8.1 A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be re-credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate). For the purpose of this subclause a full day's leave will equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
- 53.8.2 Time worked in excess of eight hours on any recall to duty during annual or extended leave will be compensated at the rate of double time.
- 53.8.3 Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 53.8.1 above will be compensated at the rate of ordinary time.

53.9 Recall on Public Holiday

A Non-Commissioned Officer recalled to duty on a public holiday will be paid in accordance with subclause 53.2 above.

53.10 Recall on Rest or Recurrent Leave Day

A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:

- 53.10.1 to be compensated for such recall in accordance with this clause; or
- 53.10.2 to be rostered to commence a normal flexible shift from the time of recall payable at the overtime rate specified in subclause 52.1, Overtime in lieu of being re-credited with an alternate rest or recurrent leave day.

54. Court Attendance Between Shifts

- 54.1 A Non-Commissioned Officer recalled to duty to attend court will be compensated in accordance with clause 53, Recall to Duty.
- 54.2 A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court will be paid:
- 54.2.1 at the overtime rate specified in subclause 52.1, Overtime for the period between the termination

of the shift and the completion of duty at court less meal break; and

54.2.2 a meal allowance at the appropriate rate.

54.3 A Non-Commissioned Officer who has attended court and has insufficient time to return to their home before commencing their next shift may be paid:

54.3.1 at the overtime rate specified in subclause 52.1, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and, a meal allowance at the appropriate rate or

54.3.2 If the New South Wales Police Force requirements permit, he/she may elect to complete a normal flexible shift from the time of commencement of duty at court in lieu of being paid overtime.

55. Lockup Keepers' or Sole Detective's Recall

A Non-Commissioned Officer performing duty as a Lockup Keeper or Sole Detective attached to a station will be compensated for recalls to duty as follows:

55.1 A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.

55.2 A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.

55.3 The provisions of subclauses 55.1 and 55.2 above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.

55.4 Where a recall to duty mentioned in subclauses 55.1, 55.2 and 55.3 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.

55.5 A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 52.7, Overtime, at the overtime rate specified in subclause 52.1, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.

55.6 Where the recall to duty mentioned in subclause 55.5 above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause 52.1, Overtime from the time of recall to the time of commencement of such shift.

55.7 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:

55.7.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or

55.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall. Provided further that the same time restrictions prescribed in subclause 55.1 will also apply in the case of multiple telephone/door calls.

- 55.8 The provision of subclauses 53.2, 53.3, 53.7, 53.9, Recall to Duty, will not apply to this clause. Provided that the provisions of paragraphs 53.8.1 and 53.8.3 will only apply in the case of recalls which attract a minimum of 3 hours payment.

56. On Call Detectives Recall

A Non-Commissioned Officer performing duty as an On Call Detective will be compensated for recalls to duty as follows;

- 56.1 A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 48.1, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 56.2 Where the recall mentioned in subclause 56.1 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- 56.3 Where the recall mentioned in subclause 56.1 exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- 56.4 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
- 56.4.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 56.4.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 56.5 For the purpose of this clause an On Call Detective will mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It will also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- 56.6 An On Call Detective will also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.
- 56.7 A Non-Commissioned Officer engaged as an on-call Detective who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed will be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment will be in lieu of any entitlement under clause 53, Recall to Duty.

57. On Call Telephone Recall (Other Than Detectives)

- 57.1 A Non-Commissioned Officer placed on call, as provided in subclause 48.1, On Call Allowance, will be provided time off in lieu or payment at the overtime rate prescribed at clause 52, Overtime, when that officer is recalled to answer duty related telephone calls whilst rostered on call.
- 57.2 In the case of multiple telephone recalls (within a 3 hour period), as provided in subclause 57.1, any time worked will be cumulative for the purpose of the payment of overtime.
- 57.3 Subject to provisions of clause 52, a non-commissioned officer may elect to take time off in lieu instead of the payment.
- 57.4 A Non-Commissioned Officer (other than a Detective) while on call who is recalled to duty away from

their home but is called off before arriving at the place where duty is to be performed will be paid in accordance with the provisions of this clause for all time spent travelling in connection with the recall. Such payment will be in lieu of any entitlement under clause 53, Recall to Duty.

58. Penalty Provisions Not Cumulative

- 58.1 Travelling time for Non-Commissioned Officers will be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 58.2 Where two or more penalty and/or overtime provisions could apply in a particular situation, the New South Wales Police Force will be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, will apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 63.1 will be paid in addition to any shift allowance that may be payable in accordance with subclause 41.1 Field Training Allowance or subclauses 50.1 and 50.4, Shift Allowances.

59. Travelling Time

- 59.1 Travelling time for Non-Commissioned Officers will be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 59.2 Travelling time will mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- 59.3 A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- 59.3.1 Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
- 59.3.2 Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- 59.4 Travelling time will not apply in respect of:
- 59.4.1 Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
- 59.4.2 Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment will be compensated in terms of subclause 59.1 above.
- 59.4.3 Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
- 59.4.4 Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
- 59.4.5 Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 53.1, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours will be paid

at ordinary time rates for all time spent travelling in connection with such recall in excess of one hour.

59.4.6 Any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.

59.4.7 Any period between the arrival of a Non-Commissioned Officer at their destination or a place on route to their destination where accommodation is provided and the departure from their destination or the place enroute to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause 59.1 for one third of the period:

- (a) Between the time of arrival and commencement of duty or rostered shift;
- (b) Between the time of completion of duty or rostered shift and time of departure.
For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

59.4.8 Any period of travel by a Non-Commissioned officer between the home and place of duty where the officer:

- (a) is attached to a region pool position (not including substantive Region Office Command employees), or
- (b) voluntarily works available shifts offered through the region pool at location/s across the NSW Police Force and is not performing duties at their substantive location.

59.5 Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment will be compensated by payment at the travelling time rate, as specified in subclause 59.1.

59.6 A Non-Commissioned Officer travelling in accordance with subclause 59.5 above will be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

60. Time in Lieu of Payment of Travelling Time and Overtime

60.1 A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 52, Overtime, or Clause 59, Travelling Time.

60.2 When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.

60.3 Time off in lieu will be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 52 and 59.

60.4 Time off in lieu will generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.

60.5 Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be

compelled to take time off in lieu of payment for overtime or travelling time.

- 60.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer will not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu will be approved until a suitable reduction has been made to the total time off in lieu entitlement.

61. Relieving Duty

- 61.1 Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 1b for a Sergeant 1st Year.
- 61.2 Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 1b for a Senior Sergeant 1st Year.
- 61.3 Any Constable, Detective or Police Prosecutor relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 2b for a Detective Sergeant 1st Year.
- 61.4 Any Sergeant, Detective Sergeant, or Prosecutor Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 2b for a Detective Senior Sergeant 1st Year.
- 61.5 Any Constable, Detective Constable or Police Prosecutor Constable relieving a Prosecutor Sergeant or Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 3b for a Prosecutor Sergeant 1st Year.
- 61.6 Any Sergeant, Detective Sergeant or Prosecutor Sergeant relieving a Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer will be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 3b for a Prosecutor Senior Sergeant 1st year
- 61.7 Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, will be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award Table 4b for an Inspector 1st Year.
- 61.8 Provided that:
- 61.8.1 these provisions will not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 61.8.2 for the purpose of this provision a week will mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 61.8.3 periods of less than 1 week will not be taken into account.
- 61.9 A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own will continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

62. Allowance for Officers Relieving into a Detectives Position at Rank

- 62.1 A Non-Commissioned Officer who relieves into a Criminal Investigation position at rank and performs the duties of that position for more than 6 months will be paid an allowance at the rate of the difference between their salary and the salary they would have received had they been permanently appointed to a Criminal Investigation position.
- 62.2 Payment of the allowance referred to at subclause 62.1 above will commence from the end of the six month period.
- 62.3 A Non-Commissioned Officer who during a period of relief at subclause 62.1, is permanently appointed to a Criminal Investigation position, will have their increment backdated from the commencement of the continuous period of relief.
- 62.4 Any period of relief to which subclause 62.1 applies which is continuous with the commencement of this award will count for the purpose of subclause 62.1 and 62.3.

63. Public Holidays

- 63.1 Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, will be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- 63.2 A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, will be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 52.1 of this Award.

64. Competency Based Incremental Progression

- 64.1 Except as otherwise provided for Sergeants, Senior Sergeants, Detectives and Police Prosecutors elsewhere in this clause, incremental progression for Non-Commissioned Officers will be based on:
- 64.1.1 a minimum period of twelve (12) months service on each incremental level as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries, Table 2 - Detectives' Salaries or Table 3 - Police Prosecutors Salaries all of PART B, Monetary Rates; and
- 64.1.2 compliance with the competency requirements specified in this clause.
- 64.2 It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within clause 64 of this Award.
- 64.3 Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:
- 64.3.1 ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- 64.3.2 ensuring that Non-Commissioned Officers have access to the necessary training facilities; and
- 64.3.3 the provision of remedial training where necessary.
- 64.4 Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

64.5 Competency Requirements

Subject to a Non-Commissioned Officer's rank and level the competency requirements for incremental progression will be:

64.5.1 Constable's Education Program

For confirmation as a constable of police, Non-Commissioned Officers must successfully complete the Constable's Education Program and/or meet any other requirements or attain any other qualifications necessary for confirmation as determined by the Commissioner from time to time.

64.5.2 Base Generic Competencies

- (a) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training
Non-Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Non-Commissioned Officer's increment falling due.

A Non-Commissioned Officer who fails to meet the minimum competency will be subject to remedial training.

A Non-Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

- (b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Non-Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Non-Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Non-Commissioned Officer may be referred to the NSW Police Force Medical Unit for assessment as to their fitness and development of a remedial program. Such a program will take into account any advice provided by the Non-Commissioned Officer's medical practitioner.

If a Non-Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression will be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Non-Commissioned Officer's level of physical fitness will have regard to their deployment and age.

- (c) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy is required to undertake a driver development program. Failure to gain driver status at the end of the program will result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Non-Commissioned Officer from driving will have no effect on incremental progression.

A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties. Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

If at the end of a program a Non-Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Non-Commissioned Officers whose deployment is changed will be provided with further training on the COPS system, which is specific to their new area of deployment.

64.5.3 Mandatory Continuing Police Education (MCPE)

Non-Commissioned Officers are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program will be developed by the Commissioner in consultation with the Association. MCPE programs will cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Non-Commissioned Officers who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Non-Commissioned Officers who are unable to complete the program due to New South Wales Police requirements will not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

64.5.4 Objective Test of Policing Knowledge

Within the six months leading up to a change in level as defined in Table 1a - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries or Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, Non-Commissioned Officers are required to pass an objective test of policing knowledge. Unless determined otherwise, the test will be conducted by way of computer terminal using the New South Wales Police computer network. Sergeants, Senior Sergeants, Detectives and Police Prosecutors will be required to pass the test within the six months leading up to any increment which involves a pay increase.

The Commissioner will be responsible for development, maintenance and integrity of the test in consultation with the Association.

Non-Commissioned Officers may sit a trial of the test as often as they want, subject to New South Wales Police convenience.

Non-Commissioned Officers may fail and re-sit the test, at any time within the six months leading up to the appropriate increment date. However, Non-Commissioned Officers who are unable to pass the test by the appropriate increment date will have their increment deferred until

such time as the test is passed.

64.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank will be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

If, at the conclusion of the performance management scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression will be deferred by the period taken to satisfy the scheme.

64.6 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Non-Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression will be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies will be the period of deferral of incremental progression.

64.7 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Non-Commissioned Officer's increment falling due during a period of initial remedial training or participation in a performance management scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Non-Commissioned Officer has reached the required competency standard.

64.8 Requirements for Progression through the Various Ranks and Grades

64.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment will be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the *Police Regulation 2015*.
- (b) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (c) Confirmation as a constable.

64.8.2 Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3, 4, and 5 will be contingent upon:

- (a) 12 months service on each previous increment.
- (b) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression will be deferred in accordance with the provisions of this clause.

64.8.3 Progression Beyond Constable Level 5 (Promotion to Senior Constable)

Progression beyond Constable Level 5 and for promotion to Senior Constable will be contingent upon:

- (a) Successful completion of the Constable's Education Program (or equivalent

qualification);

- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 16 and 17 or 18 of the *Police Regulation* 2015.

64.8.4 Progression to each subsequent incremental level (including progression within the Sergeant and Senior Sergeant ranks) progression within the ranks of Senior Constable, Sergeant and Senior Sergeant will be contingent upon:

- (a) 12 months service on each previous increment.
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
- (d) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause..
- (e) Satisfactory performance under the appropriate Performance Management Scheme.

64.9 Effect of Any Deferral of Incremental Progression

64.9.1 The period of deferral of an increment will be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

64.9.2 Where an increment is deferred:

- (a) within the first 3 years of employment as a Non-Commissioned Officer, the original increment date is to be retained for future increments;
- (b) after the first 3 years of employment as a Non-Commissioned Officer, all future incremental dates are to be varied by the period of deferment.

64.10 Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, will not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they will be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause will be the first increment occurring after the 6 month period.

64.11 Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

64.12 Effect of Long Term Absences

Non-Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences will be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Non-Commissioned Officers will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause will be the first increment occurring after the 6 month period.

64.13 Effect of suspension.

- 64.13.1 When suspended with pay, a Non-Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.
- 64.13.2 A suspended Non-Commissioned Officer is not entitled to incremental progression.
- 64.13.3 Where a Non-Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.
- 64.13.4 Where a Non-Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.
- 64.13.5 Where an officer does not achieve incremental progression in accordance with subclause 64.13.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
- 64.13.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.
- 64.13.7 This clause only applies to a Non-Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

64.14 Performance Management for Seconded Officers

Non-Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

64.15 Effect on Transfers

Non-Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer will have such matters taken into account in competency assessment. Non-Commissioned Officers who have an outstanding obligation on transfer should immediately notify their supervisor on taking up duty at the new location.

64.16 Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 3rd Year and Senior Sergeant 2nd Year will be based on;

- 64.16.1 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- 64.16.2 Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.17 Detectives

In addition to the mandatory competency requirements contained within this clause Detectives will be required to satisfy the following for incremental progression;

- 64.17.1 Progression up to Detective 6th Year
 - Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.
- 64.17.2 Progression beyond Detective 6th Year
 - (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
 - (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.
- 64.17.3 Progression beyond Detective Sergeant 3rd Year and Detective Senior Sergeant 2nd Year
 - (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and

annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.18 Police Prosecutors

In addition to the mandatory competency requirements contained within this clause Police Prosecutors will be required to satisfy the following for incremental progression;

64.18.1 Progression beyond Police Prosecutor 6th Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutors performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Police Prosecutors role as a guide, mentor and trainer of less experienced Police Prosecutors.
- (b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.18.2 Progression beyond Police Prosecutor Sergeant 3rd Year and Police Prosecutor Senior Sergeant 2nd Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Police Prosecutor Sergeant/Police Prosecutor Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

65. Provision of Uniform

65.1 Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association will be provided to all Non-Commissioned Officers required to wear uniforms.

65.2 Initial Issue

65.2.1 Standard Police Dress Uniform - Initial Issue

All uniformed Non-Commissioned Officers recruited to the New South Wales Police Force on or after the operative date of this Award will be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	Pants cargo	Three (3)	Pants cargo
One (1)	Trousers L/W Navy	One (1)	Slacks L/W Navy
Two (2)	Boots GP	Two (2)	Boots GP
One (1)	Hat antron Dress male	One (1)	Hat antron Dress female
One (1)	Cap baseball	One (1)	Cap baseball
One (1)	Jacket leather male	One (1)	Leather jacket female
One (1)	Jacket fleece utility	One (1)	Jacket fleece utility
One (1)	Jumper	One (1)	Jumper
Seven (7)	Socks	Seven (7)	Socks
One (1)	Tie male	One (1)	Tie female
One (1)	Vest reflective	One (1)	Vest reflective
One (1)	Search gloves	One (1)	Search gloves
One (1)	Rain jacket yellow	One (1)	Rain jacket yellow
One (1)	Rain trousers yellow	One (1)	Rain trousers yellow
One (1)	Inner belt	One (1)	Inner belt
One (1)	Outer belt	One (1)	Outer belt
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Magazine carrier	One (1)	Magazine carrier
One (1)	Radio belt clip carrier	One (1)	Radio belt clip carrier
One (1)	Set of four keepers	One (1)	Set of four keepers
One (1)	Handcuff pouch	One (1)	Handcuff punch
One (1)	Baton ring	One (1)	Baton ring
One (1)	Torch ring	One (1)	Torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Thigh holster D-Ring	One (1)	Thigh holster D-Ring
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification holder	One (1)	Identification holder
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

65.2.2 In addition to the above items Non-Commissioned Officers will, on request be supplied, with
a broad brim hat

a pair of sunglasses. Such sunglasses will comply with the appropriate Australian Standard.

65.3 Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal

Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with

two (2) pairs pants cargo

one (1) pair trousers/slacks dress navy.

65.4 Cold Climate Areas (Category 1) - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Aberdeen	Curlewis	Muswellbrook
Albury	Delungra	Nundle
Ashford	Denman	Parkes
Baradine	Dunedoo	Peak Hill
Barraba	Eden	Picton
Bega	Eugowra	Quadialla
Bellbrook	Forbes	Queanbeyan
Bemboka	Gooloogong	Quirindi
Bendemeer	Gravesend	Rand
Bermagui	Greenethorpe	Robertson
Bethungra	Grenfell	Rylstone
Bingara	Gulgong	Scone
Binnaway	Gunnedah	Somerton
Bogan Gate	Harden	Springwood
Bowral	Henty	Stuart Town
Braidwood	Holbrook	Stockinbingal
Bundanoon	Howlong	Tambar Springs
Bundarra	Hume Lake	Tamworth
Bungendore	Inverell	Tarcutta
Campbelltown - HWP	Jugiong	Tathra
Candelo	Kandos	The Oaks
Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal
Cobargo	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda

Coolah Coonabarabran Corowa Cowra Culcairn	Michelago Mittagong Moonan Flat Moss Vale Mudgee Murrurundi	Wallendbeen Wellington Werris Creek Windsor Willow Tree Woodstock Yetman Young
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will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

65.5 Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Adelong Armidale Bathurst Batlow Binalong Blackheath Blayney Boorowa Capertee Carcoar Collector Cootamundra Cudal Cumnock Deepwater Emmaville Glen Innes	Gloucester Goulburn Goulburn, Police College - School of Traffic and Mobile Policing Greater Hume Region - Crash Investigation Unit Gundagai Gunning Guyra Hill End Holbrook - HWP Katoomba Lawson Lithgow Macquarie Region - Crash Investigation Unit Mandurama Manildra Marulan Millthorpe Molong Mount Victoria	Nowendoc Oberon Orange Penrith - Radio Network Services Unit Portland Queanbeyan - HWP* Richmond - HWP Rockley Talbingo Tarago Tenterfield Trunkey Creek Tumut Uralla Walcha Walcha Rd Wallerawang Yass
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will be provided with:

one (1) fur lined cap

one (1) pair fleece gloves

four (4) pairs heavy weight socks

*Only members of the Highway Patrol who regularly perform duties within the Cooma & Tumut areas within the winter months.

65.6 Alpine Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 65.2 of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of: -

Adaminaby	Khancoban
Berridale	Nimmitabel
Bigga	Oberon
Bombala	Rockley
Cooma	Taralga
Crookwell	Tuena
Delegate	Trunky Creek
Guyra	Tumbarumba
Jindabyne	

will be provided with:

- one (1) pair fleece gloves
- four (4) pairs heavy weight socks
- two (2) waterproof boots
- one (1) fur lined cap
- one (1) Alpine beanie
- four (4) Alpine Snow Skivvies
- One (1) Alpine Snow Vest
- One (1) Snow/Rain jacket
- One (1) Snow/Rain trousers

65.7 Annual Issue

All uniformed Non-Commissioned Officers will be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of heavy weight socks when attached to the areas specified in subclauses 65.4, 65.5 and 65.6 of this clause.

65.8 Stocking Allowance

A female Non-Commissioned Officer who chooses to perform duties in culottes will be reimbursed for the cost of any stockings, reasonably and necessarily incurred in connection with that uniform. The amount claimable in any calendar year will be not greater than the amount of the stocking allowance as set out in Table 14 - Stocking Allowance (Non-Commissioned Officers), of PART B, Monetary Rates.

Payment of any actual stocking expenses will be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

This clause will apply from the first full pay period commencing on or after 2 October 2009 or when the payment first ceases to be paid into an officer's salary, whichever is the later.

65.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives and Police Prosecutors) required to perform duty in plain clothes will be paid a plain clothes allowance as set out in Table 15 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38, Salaries (Detectives) and Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

65.10 Plain Clothes Allowances will be paid on a pro rata basis where a Non-Commissioned Officer is required to perform duty in plain clothes for part of a year.

65.11 In the case of a Non-Commissioned Officer ordinarily in receipt of a Plain Clothes Allowance, such allowance will not be payable when the Non-Commissioned Officer is:

- 65.11.1 absent on sick leave for a continuous period exceeding 6 months;
- 65.11.2 absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or
- 65.11.3 suspended from office.

65.12 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

65.13 Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of the New South Wales Police Force the Association is to be notified promptly in writing by the New South Wales Police Force of the particular problem and the anticipated date of supply.

65.14 Review of Allowances

The parties agree to review the Plain Clothes Allowance and Stocking Allowance on a needs basis in line with movements in the relevant component of the Consumer Price Index.

66. Air Travel

- 66.1 Non-Commissioned Officers escorting prisoners in aircraft will be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft will be two.
- 66.2 Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort will be insured under the provisions of the New South Wales Treasury Managed Fund.

67. Lockers

- 67.1 All Non-Commissioned Officers will, at some reasonably convenient place, be provided with a suitable full-length locker.

68. Work of a Menial Nature

- 68.1 Non-Commissioned Officers will not be required to perform cleaning or similar work.

SECTION 5 – COMMISSIONED OFFICERS

69. Salaries

- 69.1 Subject to the *Police Act* 1990, and Regulations and any requirements thereunder and to the provisions of clause 73, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer will, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 4a - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 69.2 As of 1 July 2024, the pay scales prescribed in Table 4a - Commissioned Officers' Salaries of PART B, Monetary Rates have been updated. Upon the day of the commissioned officers' next increment progression after 1 July 2024 (subject to the terms specified in clause 69.1), will transition from Table 4a – Commissioned Officers' Salaries to Table 4b - Commissioned Officers' Salaries in accordance with the following table:

Table 4a – Commissioned Officers’ Salaries	Table 4b – Commissioned Officers’ Salaries
Rank/Incremental Level	Rank/Incremental Level
Inspector 1st Year	Inspector 1st Year
Inspector 2nd Year	Inspector 2nd Year
Inspector 3rd Year	Inspector 3rd Year
Inspector 4th Year	Inspector 4th Year
Inspector 5th Year	Inspector 5th Year
Inspector 6th Year	Inspector 6th Year
Inspector 7th Year	Inspector 7th Year
Inspector 8th Year	Inspector 7th Year
Superintendent 1st Year	Superintendent 2nd Year
Superintendent 2nd Year	Superintendent 3rd Year
Superintendent 3rd Year	Superintendent 4th Year
Superintendent 4th Year	Superintendent 5th Year
Superintendent 5th Year	Superintendent 6th Year
Superintendent 6th Year	Superintendent 7th Year
Superintendent 7th Year	Superintendent 8th Year
Superintendent 8th Year	Superintendent 8th Year

- 69.3 The salaries prescribed in Table 4a - Commissioned Officers’ Salaries and Table 4b - Commissioned Officers’ Salaries of PART B, Monetary Rates, of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 40 of this Award is intended to compensate.
- 69.4 The parties recognise the "all up" nature of the Salaries prescribed in Table 4a - Commissioned Officers’ Salaries and Table 4b - Commissioned Officers’ Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991.

70. Hours of Duty

- 70.1 The ordinary hours of duty for all Commissioned Officers will be an overall average, of 38 hours per week.
- 70.2 Consistent with the provisions of subclause 69.3, Salaries, any additional duty required to be performed outside of ordinary hours of duty will attract no additional remuneration.
- 70.3 Commissioned Officers whose performance of work is not subject to regular shift rostering practices will be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers will manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- 70.4 The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 70.3 above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.
- 70.5 With the exception of those Commissioned Officers referred to in subclause 70.6 below, Commissioned Officers will not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, will not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 17.5, Annual Leave.

70.6 Commissioned Officers Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays will be subject to the provisions of clause 49, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime will apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.

70.7 Commissioned Officers other than those Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

The following provisions will apply to Commissioned Officers other than those described in subclause 70.6 above:

70.7.1 Commissioned Officers will manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.

70.7.2 Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days will attract additional annual leave in accordance with subclause 17.5, Annual Leave.

71. Fixed Term Appointment

71.1 Each Commissioned Officer will be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act* 1990.

71.2 Subject to the provisions of this Award, there will be a general presumption in favour of renewal of Fixed Term Appointments.

71.3 Fixed Term Appointments will generally expire only by the efflux ion of time. No occurrence of any nature will have the effect of extending the period of any appointment beyond its nominated expiry date.

72. Non Renewal Benefit

72.1 Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the *Police Act* 1990 will accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:

72.1.1 The entitlement will commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;

72.1.2 The benefit will only be payable in respect of each completed Fixed Term Appointment;

72.1.3 Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from the New South Wales Police Force during the currency of a Fixed Term Appointment will be regarded as not having completed that particular Term and no benefit will be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms will be payable;

72.1.4 Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the *Police Act* 1990, will be deemed to be a completed Term for the purpose of accrual of the benefit;

72.1.5 In circumstances where a Commissioned Officer is "removed" from the New South Wales Police Force under the provisions of s181D of the *Police Act* 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies

for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.

72.1.6 In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause will apply.

72.1.7 Consistent with the provisions of paragraphs 72.1.2 and 72.1.3 above, any entitlement to a benefit will become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;

- (a) Any Commissioned Officer wishing to voluntarily access their accrued benefit earlier than provided for at 72.1.7 for completed fixed term appointments at a reduced rate of 80% may do so by indicating their intention in writing to the Group Director, Workforce Relations & Reform advising:
 - i. that the Officer is voluntarily accessing the benefit for a completed term or terms,
 - ii. that the Officer acknowledges that the benefit will be paid at a rate of 80%, and
 - iii. that the Officer agrees to forfeit the remaining 20% of the benefit that would have been payable for the completed term or terms.

72.1.8 Commissioned Officers who are appointed to a position with the Police Senior Executive Service will have the amount of their benefit capped as at the date of such appointment and that benefit will be available at that capped amount in accordance with the provisions within;

72.1.9 Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter into a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the New South Wales Police Force Senior Executive Service. Any such benefit will be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with paragraph 72.1.8 above.

73. Competency Based Incremental Progression

73.1 Incremental progression for Commissioned Officers will be based on:

73.1.1 a minimum period of twelve (12) months service on each incremental level where defined in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates; and

73.1.2 compliance with the competency requirements specified in this clause.

73.2 It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained within.

Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This will include but not necessarily be limited to:

73.2.1 ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;

73.2.2 ensuring that Commissioned Officers have access to the necessary training facilities; and

73.2.3 the provision of remedial training where necessary.

Commanders/Managers are not to certify a Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

73.3 Competency Requirements

The competency requirements for incremental progression for Commissioned Officers will be:

73.3.1 Base Generic Competencies

- (a) Maintenance of Defensive Tactics including Firearms Competency (where appropriate to deployment) and CPR/First Aid Training

Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Commissioned Officer's increment falling due.

A Commissioned Officer who fails to meet the minimum competency will be subject to remedial training.

A Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

- (b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Commissioned Officer may be referred to the New South Wales Police Force Medical Branch for assessment as to their fitness and development of a remedial program. Such a program will take into account any advice provided by the Commissioned Officer's medical practitioner.

If a Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression will be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Commissioned Officer's level of physical fitness will have regard to their deployment and age.

- (c) Driver Status

Safe Driving Policy - A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy is required to undertake a driver development program. Failure to gain driver status at the end of the program will result in deferral of the Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Commissioned Officer from driving will have no effect on incremental progression.

A Commissioned Officer who has their status to drive New South Wales Police Force vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they will be placed on a remedial program.

If at the end of a program a Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Commissioned Officers whose deployment is changed will be provided with further training on the COPS system which is specific to their new area of deployment.

73.3.2 Mandatory Continuing Police Education (MCPE)

Commissioned Officers (other than Commissioned Officers occupying command positions) are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program will be developed by the Commissioner in consultation with the Association. MCPE programs will cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Commissioned Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through completion of the MCPE program.

For the purpose of this paragraph a Command position is one which ascribes the occupant the title of "Commander" or "Manager", (other than positions of a non-command nature such as Crime Manager, Professional Standards Manager, Operations Manager, Human Resources Manager and the like).

Commissioned Officers, other than those Commissioned Officers occupying Command positions, who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Commissioned Officers who are unable to complete the program due to New South Wales Police requirements will not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

73.3.3 Performance Management Scheme

- (a) An appropriate performance management scheme will be applied to Commissioned Officers. Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Commissioned Officers who fail to perform at the agreed level will be placed on a performance management scheme.

If, at the conclusion of the performance management scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression will be deferred by the period taken to satisfy the scheme.

- (b) Progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year will be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers will be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers will also demonstrate an ongoing commitment to their professional development including the provision of evidence of the successful completion of relevant courses. This includes a commitment to undertake or preparedness to undertake courses that raise skill level.

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

73.4 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression will be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies will be the period of deferral of incremental progression.

73.5 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Commissioned Officer's increment falling due during a period of initial remedial training or participation in a performance management scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Commissioned Officer has reached the required competency standard.

73.6 Effect of Any Deferral of Incremental Progression

73.6.1 The period of deferral of an increment will be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

73.6.2 Where an increment is deferred all future incremental dates are to be varied by the period of deferment.

73.7 Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Commissioned Officer, who as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, will not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they will be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of this clause.

Provided that the increment subject to deferral in accordance with this subclause will be the first increment occurring after the 6 month period.

73.8 Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement will be subject to the provisions of this clause as if they were a full-time officer. Part-time Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Commissioned Officer's normal place of attachment.

73.9 Effect of Long Term Absences

Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences will be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Commissioned Officers will be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression will be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause will be the first increment occurring after the 6 month period.

73.10 Effect of Suspension.

73.10.1 When suspended with pay, a Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.

73.10.2 A suspended Commissioned Officer is not entitled to incremental progression.

73.10.3 Where a Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.

73.10.4 Where a Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.

73.10.5 Where an officer does not achieve incremental progression in accordance with paragraph 73.10.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

73.10.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.

73.10.7 This clause only applies to a Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

73.11 Performance Management for Seconded Officers

Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police Force a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

73.12 Effect on Transfers

Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer will have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

73.13 Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at subparagraph (b) of 73.3.3 may request in review of such a decision. Any review will be internal only. The grounds and process for conducting such a review will be as agreed between the parties.

74. Relieving Duty

74.1 General

The following provisions will apply to Commissioned Officers who are required to perform relieving duty in positions normally occupied by officers of a higher rank.

74.2 Exceptions

74.2.1 This clause does not apply to relieving duty performed in the New South Wales Police Force Senior Executive Service positions. In such cases the provisions will be those approved from time to time by the Commissioner.

74.2.2 No allowance will be payable under this clause for relieving duty performed by a Commissioned Officer in a position normally occupied by a Commissioned Officer of the same rank or grade.

74.3 Amount Payable

74.3.1 Any Inspector, during a period of relieving duty in a Superintendent position, who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, will be paid an allowance equal to the difference between the Inspector's own salary and the salary of Superintendent (1st Year).

74.3.2 Where an Inspector does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid will be determined as a percentage of the full allowance prescribed in paragraph 74.3.1 above. The percentage of the allowance payable will be that determined by the approving officer and will be "rounded up" to the nearest 10%.

74.4 Limitations on Eligibility

74.4.1 No allowance is payable where less than 5 consecutive working days relieving duty is performed.

74.4.2 Where absences of 5 days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only 5 days, during which there is a period of absence then the allowance is not payable.

74.4.3 Except as provided in subclause 74.5 below no allowance will be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

74.5 Extended Periods of Relief

A Commissioned Officer who has performed relieving duty for one year or more in the same position and who, due to extraordinary circumstances, continues to perform such duty will be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

75. Travelling Time

75.1 In recognition of the all incidences nature of the total salary paid to Commissioned Officers with effect from the beginning of the first full pay period to commence on or after 10 March 1995 the provisions of Clause 11 (Travelling Time) of the Commissioned Police Officers Agreement, No 2395 of 1983 will no longer apply.

SECTION 6 - DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

76. Disputes/Grievance Settlement Procedure

76.1 The object of these procedures is to avoid disputes/grievances in the first instance and to facilitate the resolution of grievances of individuals and disputes between the New South Wales Police Force and its employees which do occur by conciliation without delay. They are designed to resolve grievances and disputes at the level as close as possible to the source. The procedures have been developed to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations. The parties agree that through each stage the relevant facts are to be clearly identified and documented and that the procedures are followed promptly.

76.2 Health and Safety Issues - Procedures

In cases where a safety issue is involved, the Association will immediately notify the Region Human Resources Manager who will advise the Industrial Relations Branch.

76.3 If the matter is not resolved the Region Human Resources Manager will refer the question immediately to the Industrial Relations Branch and endeavour to conciliate the matter without delay.

76.4 Subject to this procedure being followed, the Association reserves the right to refer the matter to the appropriate industrial tribunal.

76.5 Procedures in Other Matters

Where a grievance/dispute arises in a particular work location, the employee(s) will notify (in writing or otherwise) the immediate supervisor or other appropriate person as to the substance of the grievance/dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held, with or without the involvement of Association officials, within 48 hours (exclusive of weekends) of the notification.

76.6 Failing resolution of the grievance/dispute further discussions will be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who will inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of 76.5 above.

76.7 If the grievance/dispute is not resolved at that level, Association representatives will refer the matter to the Industrial Section of the Association. The Region Human Resources Manager (or equivalent) will refer the matter to Workforce Relations and Reform. The matter will then be discussed between officers of the Association and Workforce Relations and Reform. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.

- 76.8 If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.
- 76.9 If a dispute remains unresolved Workforce Relations and Reform will assume responsibility for liaising with the member(s) of the Senior Executive Service of the New South Wales Police Force and advise of the final position of the Commissioner of Police as to the issue in dispute.
- 76.10 Neither party will initiate proceedings under Chapter 3 of the *Industrial Relations Act* 1996 until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice will not prejudice the position of any party to the dispute.
- 76.11 General

Whilst the dispute resolution procedures are continuing normal work and the conditions under which work is performed, prior to notification of the dispute or grievance will continue unless otherwise agreed between the parties. Provided further that in the case of a dispute or grievance involving work health and safety, normal work and the conditions under which work is performed will continue in a manner which avoids any risk to the health and safety of any officer, any other employee of the New South Wales Police Force or any member of the public.

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

77. Definitions

- 77.1 In addition to Clause 3, the following definitions apply to this Section
- 77.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.
- 77.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;
- 77.3.1 Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,
- 77.3.2 Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,
- 77.3.3 Desirable Commuter Locations, and,
- 77.3.4 Specialist Commands with Units located in the Locations outlined above
- 77.4 "Location" within the Metropolitan Area means duty at a Local Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Local Area Command.
- 77.5 "Metropolitan Area" means the Sydney Region but also includes the area referred to as the Central Coast on the northern line as far as Gosford, the area on the western line as far as Mount Victoria and on the Illawarra line as far as Wollongong.
- 77.6 "Permanent accommodation" means accommodation other than temporary accommodation under Clause 83.
- 77.7 "Transferred Officer" means an officer who has been assigned to a new Location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but will not include an officer transferred;

77.7.1 at the officer's own request subject to clause 78, or

77.7.2 under an arrangement between officers to exchange positions, or

77.7.3 for disciplinary reasons under the provisions of Section 173 of the *Police Act* 1990.

- 77.8 The Commissioner will retain the discretion to offer all or partial transfer costs for special purposes above the minimum standard where circumstances require, including attraction and retention transfers.

78. Eligibility for Entitlements under this Section

- 78.1 Officers are eligible for the entitlements as Transferred Officers under this section in the following circumstances:

78.1.1 Subject to paragraph 78.1.3, following five (5) years at a Location or, in the case of Special Remote Locations, after the minimum tenure prescribed for these Locations. However, where officers have performed less than the required minimum tenure, approval may only be given in exceptional circumstances, to the reimbursement of Removal Costs as provided in Clause 85.

78.1.2 With respect to five (5) years at a Location in 78.1.1, any continuous period of completed tenure in the metropolitan area accumulates towards the five year eligibility.

78.1.3 Where an officer transfers;

- (a) From the Metropolitan Area to a Desirable Location as defined, or
- (b) From a Desirable Location to another Desirable Location, the officer is not entitled to the provisions of Clause 90, 91 and 92 unless the officer is;
 - (i) Transferred as a result of a promotion,
 - (ii) Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the *Police Act*); or
 - (iii) Otherwise approved by the Commissioner.

All other entitlements under this section are not affected by this subclause.

78.1.4 Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the *Police Act*).

78.1.5 Subject to paragraph 78.1.3, transfers arising directly from the advertisement of a vacant position.

78.1.6 Where an officer moves from or into NSW Police Force official police residences, including moves within the same town, they will be eligible for payment of removal costs under Clause 85 only, unless entitled to costs under another clause of the Award.

78.1.7 Where a spouse is also employed in the NSW Police Force or the NSW Public Service and is also the subject of a transfer, assistance payable under this section is paid to one person only. Where applicable however, both partners may claim the leave concessions under Clause 82 Transfer Leave.

78.1.8 The Commissioner may, in extraordinary circumstances, approve an officer as a Transferred Officer, to receive eligibility under this clause, where the Commissioner is satisfied that the officer's hours of duty at the new Location, or available transport to the new Location, make it impracticable for them to travel from home to their location.

79. Officers Appointed under Section 66A of the Police Act

79.1 Section 66A are eligible for entitlements under this section as follows:

- 79.1.1 Officers temporarily appointed without a right of return to their former Location receive full entitlements.
- 79.1.2 Officers temporarily appointed with a right of return to their former Location who are accompanied by dependents and who are not required to maintain two households can access all entitlements but not Clause 90, 91 and 92 until appointment is confirmed.
- 79.1.3 Officers temporarily appointed who do not have dependents with them until transfer is fully finalised are entitled to access Clause 83, Cost of Temporary Accommodation.
- 79.1.4 Officers temporarily appointed who have no dependents and a right of return and not maintaining two households are eligible for entitlements other than Clause 90, 91 and 92 until there is a permanent appointment.
- 79.1.5 In respect of Paragraph 79.1.2, and 79.1.4, removal costs and compensation for depreciation under Clauses 85 and 88 will only be paid once. Officers must wait until confirmation of their appointment to move their family and/or household effects and claim appropriate costs.

80. Special Remote Locations

A list of Special Remote Locations and Special Remote Location tenure will be maintained in the NSW Police Force Transfer Guidelines. Changes to the content of that list will be subject to agreement between the Parties. Agreement will not be unreasonably withheld. The Special Remote Location and Tenure List in the Transfer Guidelines at the commencement of this Award will have effect without the need for further consultation.

81. Notice of Transfer

The Commissioner will give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, an Officer will not be transferred unless they have received at least 14 days notice of transfer in writing prior to the actual date of transfer. The 14 days will begin on the first day the officer is properly informed of the transfer which may include receipt of mail or electronic mail.

82. Transfer Leave

82.1 An Officer assigned to duty at a new Location will be entitled to special leave on the following basis:

- 82.1.1 two days on full pay for the purpose of visiting the new location with a view to obtaining suitable permanent accommodation;
- 82.1.2 two days on full pay for the purpose of preparation and packing of personal and household effects prior to removal or two days for the purpose of arranging storage;
- 82.1.3 such leave as is necessary, on full pay to travel to the new location for the purpose of commencing duty, and/or for the purposes referred to in Paragraph 82.1.1
- 82.1.4 one day on full pay for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
- 82.1.5 Where the purposes referred to above cannot be achieved in the time specified the Commissioner may grant such extra leave as necessary.
- 82.1.6 When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer will, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a

member of the household (capped at the maximum meal expense allowance).

- 82.2 Provided suitable arrangements can be made for the performance of duties during the Officer's absences, a transferred officer who has been unable to secure accommodation for the family at the new location will be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the Officer would not normally be rostered for duty. Such leave will be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.
- 82.3 Where a transferred Officer is located in a location where a return home once each month in terms of the foregoing paragraph is not possible such Officer after four weeks at the new location, will be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family. Thereafter such Officer will be allowed to accumulate special leave at the rate of two days per month until sufficient leave is available to allow a return home at a weekend for a similar period.

83. Cost of Temporary Accommodation

- 83.1 For the purposes of this clause of the award, temporary accommodation will not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.
- 83.2 Where a transferred officer, including an officer referred to in Clause 79, maintaining dependant relatives in their home: -

83.2.1 is required to vacate the existing residence prior to departure for the new location; and/or

83.2.2 finds it necessary to secure board and lodging for self and dependant relatives at the new location pending permanent accommodation becoming available, transferred officers with dependent relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 per week for each dependent child 6 years and over (to a maximum contribution of \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Employee and Spouse	Amount	Each Dependant Child 6 yrs of age and over (Max. contribution \$54 per week)
\$ Per Annum	\$ Per week	\$ Per week
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

- 83.3 Provided that where permanent accommodation is not available and a transferred officer moves to the new location ahead of the dependants, necessary board and lodging expenses in excess of \$51 per week and up to a maximum allowance of \$254 per week, will be payable.
- 83.4 Where a transferred officer not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such officer will be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.
- 83.5 Where the period of four weeks referred to above is not sufficient for the officer to obtain suitable permanent accommodation, the Commissioner will consider each case on its merits but will require full particulars to be supplied.
- 83.6 The payment of allowances under subclauses 83.2 and 83.4 of this clause will in all cases be subject to:

83.6.1 the production of receipts;

83.6.2 a written undertaking by the officer that any reasonable offer of accommodation will be accepted;

83.6.3 evidence that the officer is taking all reasonable steps to secure a residence at the new location, including application to NSW Housing;

83.6.4 where the Commissioner considers that a transferred officer has refused to accept reasonable suitable accommodation, the Commissioner may discontinue the payment of an allowance under this clause. The decision to discontinue the payment of an amount may be referred by the employee or the Association to a committee consisting of two representatives of the Association and two representatives of the Commissioner. In the event of no mutual decision being arrived at by such a Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

84. Excess Rent Assistance

84.1 Where a transferred officer secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the transferred officer is eligible for assistance as per the table below for a period of up to a maximum of 6 months.

Officer with 2 or more dependent children	\$68 per week
Officer with 1 dependent child	\$59 per week
Officer without dependent children	\$51 per week

84.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred officer means rent in excess of the officer's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Officer's weekly contribution" will be the "Contribution" as above multiplied by 7 and divided by 365.25.

The formula for calculating an officer's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

Prior to the allowance being granted, a transferred officer must produce documentary evidence of the unsuccessful and reasonable efforts to obtain other accommodation of a reasonable standard at a lower rent. Where they are eligible for admission to Housing NSW eligibility lists, application should be made to Housing NSW and evidence of this fact submitted.

84.3 In exceptional circumstances, the Commissioner may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas

experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

85. Removal Costs

- 85.1 A transferred officer will be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the Commissioner is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time. All claims will be submitted promptly.
- 85.2 Where an officer who uses a private vehicle for the purposes of official business finds it necessary to transport another private vehicle, normally used by a dependant relative maintained by the officer in the household, the cost of transporting or driving that vehicle to the officer's new location will be deemed to be part of removal costs and the officer will be allowed the option of being paid;
- 85.2.1 the cost of transportation by either rail or road transport, or
- 85.2.2 where the vehicle is driven to the new location, car allowance at the Casual rate prescribed from time to time.
- 85.3 Removal expenses allowed under this award will include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000.
- Provided that: -
- Where the insured value exceeds \$38,000, the transferred officer, in addition to providing the inventory of items to be transferred will, in order to be reimbursed for the additional excess claimed provide either: -
- 85.3.1 A current household contents policy showing the insured value and a declaration that all items included in the contents policy are being removed or stored. Where all items in the policy are not to be transferred, the claim should be reduced proportionately; or
- 85.3.2 A certificate of valuation from a registered valuer certifying the value of the furniture and effects being removed or stored.
- 85.4 Should a transferred officer refuse or fail to provide either of the above, the officer will only be allowed reimbursement up to a maximum of \$38,000.
- 85.5 Where, due to circumstances beyond the control of the transferred officer, the furniture and effects of such officer arrive late at the new location, or are moved before the officer's departure from the previous location, such officer will be reimbursed expenses for meals and accommodation properly and reasonably incurred by the officer and any dependants.

86. Storage of Furniture

Where the Commissioner is satisfied upon written application that a transferred officer is unable to secure suitable permanent accommodation at the new location and is required to store furniture while waiting to secure permanent accommodation, the Commissioner will approve the storage of removals. Where approval is given, the officer is eligible to receive the cost of storage and cartage to the store and from the store to the officer's residence. The officer will also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause 85.3. Written applications will be made in advance however, the Commissioner may accept an application that is lodged later only where circumstances beyond the officer's control prevented it, and where it is made as soon as possible thereafter.

87. Cost of Personal Transport

- 87.1 A transferred officer will be entitled to the option of the first class rail fare or reimbursement for the use

of a private vehicle on the following basis:

- 87.1.1 For self and one member of the household when proceeding on leave as in paragraph 82.1.1,
- 87.1.2 For self and all members of the household when proceeding on leave as in paragraph 82.1.3, in so far as that paragraph refers to the commencement of duty; provided that where the members of the officer's household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport will be deferred until such time as travel to take up residence at the officer's new location occurs.
- 87.1.3 For self when proceeding on transfer leave for the purposes of transfer leave under subclause 82.2.
- 87.2 Where an officer elects to use a private vehicle such officer will be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment will be at the official business rate prescribed from time to time.
- 87.3 Car allowance paid in respect of travel under 87.1.1 will not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 87.1.3, the cost of first class rail fares for the transferred officer.
- 87.4 Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 82.1.1, will be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Public Service Commission for use of air travel.

88. Compensation for Depreciation and Disturbance

A transferred officer will be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location, occasioned by the relocation. Such entitlement will be \$1,126 where the Commissioner is satisfied that such officer has removed a substantial portion of what constitutes normal household furniture, furnishings and fittings of not less value than \$7,037; a pro rata amount being payable where the value is less than \$7,037.

89. Education of Children

- 89.1 Upon the production of receipts a transferred officer will be entitled to be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependent child undertaking Year 12 where the elected subjects are not available at a school in the transferred officer's new location. The transferred officer will be required to provide a certificate from the Department of Education and Training confirming that the elected subjects are not available at the transferred officer's new location.
- 89.2 Upon the production of receipts and proof of school requirements for uniform, a transferred officer will be entitled to be reimbursed for the cost of those items of essential school clothing listed hereunder that are required to be replaced or purchased as a direct result of the officer's transfer from the former location to the new location requiring the changing of schools. A transferred officer is not entitled to be reimbursed for an item of uniform which is suitable for use at either school, but for which a child has outgrown. When an item of clothing required at the new school is not included in the basic list, the Commissioner may reimburse the transferred officer the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase including production of receipts.

MALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 Suit Coat	3 shirts
2 pairs of winter trousers	2 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	1 hat

1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes (where there is a unique requirement)	
1 track suit/sports uniform (but not both)	
1 pair of sandshoes	
FEMALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 hat	3 blouses
1 blazer	2 tunics
2 tunics	3 pairs of stockings/socks
3 blouses	1 hat
1 tie	
3 pairs of stockings/socks	
1 pair of gloves	
1 pair of shoes (where there is a unique requirement)	
1 tracksuit/sports uniform (but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

90. Conveyancing and Other Costs

- 90.1 A transferred officer who as a consequence of the transfer to a new location, sells a residence at the former location, and buys a residence or land upon which to erect a residence at the new location will subject to the conditions prescribed in subclause 90.2, be entitled to reimbursement of the following expenses incurred in such transactions:-
- 90.1.1 where a solicitor or a registered conveyancing company has been engaged to act on behalf of the officer in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions;
- 90.1.2 stamp duty as per clause 91;
- 90.1.3 where the officer has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.
- 90.2 Reimbursement of expenses.
- 90.2.1 Reimbursement of expenses under this clause will only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.
- 90.2.2 A period of residence in a police residence is not to count towards the period of four years set out in paragraph 90.2.1.
- 90.2.3 A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer will be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.
- 90.2.4 Where it is not practicable for the transferred officer to purchase a residence in the new location and such officer has disposed of the former residence, such officer is not to be excluded from the award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in paragraph 90.2.3 above.

90.2.5 The Commissioner will be prepared to consider individual cases where the four-year period referred to in 90.2.1, 90.2.3 and 90.2.4 has been exceeded but will require full details of why sale and/or purchase of the transferred officer's residence could not be completed in the four year period.

90.2.6 The maximum amounts which an officer may be reimbursed under this clause will be limited to the amounts which would be payable had the sale and purchase prices of the properties involved been \$520,000 in each cases.

91. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees

91.1 A transferred officer who as a consequence of the transfer to a new location:

91.1.1 sells a residence at the former location, and

91.1.2 buys a residence or land upon which to erect a residence at the new location, will be entitled to reimbursement of;

- (a) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
- (b) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs 91.1.1 and 91.1.2 of this subclause;
- (c) registration fees on transfers and mortgages on the residence, or the land and a house erected on the land, on the following basis:
 - (i) where the purchase is completed and the transferred officer enters into occupation of the residence within 15 months of transfer, such officer will be eligible for the reimbursement of stamp duty in full;
 - (ii) where the occupation of the residence purchased or erected as a result of transfer is not completed within 15 months but is completed within 4 years of transfer, reimbursement of stamp duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

91.2 A transferred officer who as a consequence of the transfer to a new location:

91.2.1 does not sell a residence at the former location, but

91.2.2 buys a residence or land upon which to erect a residence at the new location, will be entitled to reimbursement of:

- (a) stamp duty paid in respect of the purchase of the residence or the land, and a house erected on that land at the new location,
- (b) stamp duty paid on any mortgage entered into in connection with the purchase and
- (c) registration fees on transfer and mortgages on the residence or the land and house erected on that land

provided the officer enters into occupation of the residence within 15 months of transfer to the new location.

92. Incidental Costs Upon Change of Residence

92.1 Where a transferred officer entitled to the reimbursement of conveyancing and other costs under clause 90, Conveyancing and Other Costs, of this award, purchases a residence or the land upon which to erect

a residence at the new location prior to the sale of the former residence, such officer will be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the Commissioner may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

- 92.2 A transferred officer will be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs and of telephone installation at the new residence, provided that the cost of telephone installation will be reimbursed only where a telephone was installed at the employee's former residence.
- 92.3 A transferred officer entitled to the reimbursement of conveyancing and other costs under clause 90, will be entitled to reimbursement of the cost of survey certificates, pest certificates and/or building society registration fees reasonably incurred in seeking financial accommodation for the purpose of purchasing a new residence or the land upon which to erect a new residence at the new location, and the fees associated with discharging the mortgage on the officer's former residence.
- 92.4 A transferred officer will be entitled to reimbursement for the fees charged by Australia Post for the re-direction of mail for the first month following the vacation of the former residence.

93. Relocation on Retirement

- 93.1 Upon retirement from the Police Force at a place other than the place of original recruitment to the Police Force, an officer will be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, other than to a location substantially the same as the location at retirement, unless the officer is moving from a Police residence, together with the cost of insuring the same against damage in transit on the basis provided for in subclause 85.3, provided:
- 93.1.1 that the maximum amount of such reimbursement will be limited to that payable had the officer moved to the place of original recruitment to the Police Force; and
- 93.1.2 the officer's relocation is effected within the period of 12 months following date of retirement.
- 93.2 Upon the death of an officer, the provisions referred to above will apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.
- 93.3 The Commissioner will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

94. Existing Benefits

The circumstances under which claims for transferred officers' compensation are currently granted under existing determinations and policies will continue to apply for all purposes where not otherwise provided for or altered within this award.

SECTION 8 - AREA, INCIDENCE AND DURATION

95. Area, Incidence and Duration

- 95.1 This Award applies to all officers defined within clause 3 of this Award.
- 95.2 It will take effect on and from 1 July 2024 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which will take effect from the dates specified in that Part, or where otherwise stated in the award and will remain in force until 30 June 2027.

95.3 This award rescinds and replaces the Crown Employees (Police Officers - 2021) Award as varied.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

95.4 Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

PART B

MONETARY RATES

Table 1a - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	76,033	84,777
Constable Level 2	78,903	87,977
Constable Level 3	81,769	91,172
Constable Level 4	84,635	94,368
Constable Level 5	86,074	95,973
Senior Constable Level 1	94,688	105,577
Senior Constable Level 2 Step 1	96,115	107,168
Senior Constable Level 2 Step 2	96,115	107,168
Senior Constable Level 3 Step 1	100,422	111,971
Senior Constable Level 3 Step 2	100,422	111,971
Senior Constable Level 3 Step 3	100,422	111,971
Senior Constable Level 4 Step 1	106,161	118,370
Senior Constable Level 4 Step 2	106,161	118,370
Senior Constable Level 5 Step 1	109,028	121,566
Senior Constable Level 5 Step 2	109,028	121,566
Senior Constable Level 6	110,459	123,162
Leading Senior Constable Level 1 Step 1	113,976	127,083
Leading Senior Constable Level 1 Step 2	113,976	127,083
Leading Senior Constable Level 2	116,945	130,394
Sergeant 1st Year	111,900	124,769
Sergeant 2nd Year	111,900	124,769
Sergeant 3rd Year	117,635	131,163
Sergeant 4th Year	117,635	131,163
Sergeant 5th Year	121,936	135,959
Sergeant 6th Year	121,936	135,959
Sergeant 7th Year	127,680	142,363
Sergeant 8th Year	127,680	142,363
Sergeant 9th Year	129,110	143,958
Senior Sergeant 1st Year	127,680	142,363
Senior Sergeant 2nd Year	127,680	142,363
Senior Sergeant 3rd Year	129,110	143,958
Senior Sergeant 4th Year	131,976	147,153

Senior Sergeant 5th Year	136,175	151,835
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Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	76,033	84,777
Constable Level 2	78,903	87,977
Constable Level 3	81,769	91,172
Constable Level 4	84,635	94,368
Constable Level 5	86,074	95,973
Senior Constable Year 1	94,688	105,577
Senior Constable Year 2	100,422	111,971
Senior Constable Year 3	106,161	118,370
Senior Constable Year 4	109,028	121,566
Senior Constable Year 5	114,726	127,919
Sergeant 1st Year	117,635	131,163
Sergeant 2nd Year	121,936	135,959
Sergeant 3rd Year	124,807	139,160
Sergeant 4th Year	127,680	142,363
Sergeant 5th Year	129,110	143,958
Senior Sergeant 1st Year	131,976	147,153
Senior Sergeant 2nd Year	134,076	149,495
Senior Sergeant 3rd Year	136,175	151,835

Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	79,075	88,169
Constable Level 2	82,059	91,496
Constable Level 3	85,040	94,820
Constable Level 4	88,021	98,143
Constable Level 5	89,517	99,811
Senior Constable Year 1	98,475	109,800
Senior Constable Year 2	104,439	116,449
Senior Constable Year 3	110,408	123,105
Senior Constable Year 4	113,389	126,429
Senior Constable Year 5	119,316	133,037
Sergeant 1st Year	122,340	136,409
Sergeant 2nd Year	126,814	141,398
Sergeant 3rd Year	129,800	144,727
Sergeant 4th Year	132,787	148,058
Sergeant 5th Year	134,275	149,717

Senior Sergeant 1st Year	137,255	153,039
Senior Sergeant 2nd Year	139,439	155,474
Senior Sergeant 3rd Year	141,622	157,909

Table 1b - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	83,028	92,576
Constable Level 2	86,162	96,071
Constable Level 3	89,292	99,561
Constable Level 4	92,422	103,051
Constable Level 5	93,993	104,802
Senior Constable Year 1	103,399	115,290
Senior Constable Year 2	109,661	122,272
Senior Constable Year 3	115,928	129,260
Senior Constable Year 4	119,058	132,750
Senior Constable Year 5	125,281	139,688
Sergeant 1st Year	128,457	143,230
Sergeant 2nd Year	133,154	148,467
Sergeant 3rd Year	136,290	151,963
Sergeant 4th Year	139,426	155,460
Sergeant 5th Year	140,989	157,203
Senior Sergeant 1st Year	144,118	160,692
Senior Sergeant 2nd Year	146,411	163,248
Senior Sergeant 3rd Year	148,703	165,804

Table 2a - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	84,635	89,779	101,761
Detective 2nd Year	86,074	91,218	103,366
Detective 3rd Year	94,688	99,832	112,970
Detective 4th Year	96,115	101,259	114,561
Detective 5th Year	100,422	105,566	119,364
Detective 6th Year	106,161	111,305	125,763
Detective 7th Year	109,028	114,172	128,959
Detective 8th Year	110,459	115,603	130,555
Detective 9th Year	113,976	119,120	134,476
Detective 10th Year	116,945	122,089	137,787

Detective Sergeant 1st Year	111,900	117,044	132,162
Detective Sergeant 2nd Year	111,900	117,044	132,162
Detective Sergeant 3rd Year	117,635	122,779	138,556
Detective Sergeant 4th Year	121,936	127,080	143,352
Detective Sergeant 5th Year	127,680	132,824	149,756
Detective Sergeant 6th Year	129,110	134,254	151,351
Detective Senior Sergeant 1st Year	127,680	132,824	149,756
Detective Senior Sergeant 2nd Year	129,110	134,254	151,351
Detective Senior Sergeant 3rd Year	131,976	137,120	154,546
Detective Senior Sergeant 4th Year	136,175	141,319	159,228

Table 2b - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	84,635	89,779	101,761
Detective 2nd Year	86,074	91,218	103,366
Detective 3rd Year	94,688	99,832	112,970
Detective 4th Year	100,422	105,566	119,364
Detective 5th Year	106,161	111,305	125,763
Detective 6th Year	109,028	114,172	128,959
Detective 7th Year	114,726	119,870	135,312
Detective 8th Year	116,945	122,089	137,787
Detective Sergeant 1st Year	117,635	122,779	138,556
Detective Sergeant 2nd Year	121,936	127,080	143,352
Detective Sergeant 3rd Year	124,807	129,951	146,553
Detective Sergeant 4th Year	127,680	132,824	149,756
Detective Sergeant 5th Year	129,110	134,254	151,351
Detective Senior Sergeant 1st Year	131,976	137,120	154,546
Detective Senior Sergeant 2nd Year	134,076	139,220	156,888
Detective Senior Sergeant 3rd Year	136,175	141,319	159,228

Table 2b - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	88,021	93,370	105,831

Detective 2nd Year	89,517	94,866	107,499
Detective 3rd Year	98,475	103,824	117,488
Detective 4th Year	104,439	109,788	124,137
Detective 5th Year	110,408	115,757	130,793
Detective 6th Year	113,389	118,738	134,117
Detective 7th Year	119,316	124,665	140,725
Detective 8th Year	121,623	126,972	143,298
Detective 9th Year			
	122,340	127,689	144,097
Detective Sergeant 1st Year	126,814	132,163	149,086
Detective Sergeant 2nd Year	129,800	135,149	152,415
Detective Sergeant 3rd Year	132,787	138,136	155,746
Detective Sergeant 4th Year	134,275	139,624	157,405
Detective Sergeant 5th Year			
Detective Senior Sergeant 1st Year	137,255	142,604	160,727
Detective Senior Sergeant 2nd Year	139,439	144,788	163,162
Detective Senior Sergeant 3rd Year	141,622	146,971	165,597

Table 2b - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	92,422	98,039	111,124
Detective 2nd Year	93,993	99,610	112,875
Detective 3rd Year	103,399	109,016	123,363
Detective 4th Year	109,661	115,278	130,345
Detective 5th Year	115,928	121,545	137,333
Detective 6th Year	119,058	124,675	140,823
Detective 7th Year	125,281	130,898	147,761
Detective 8th Year	127,704	133,321	150,463
Detective 9th Year			
Detective Sergeant 1st Year	128,457	134,074	151,303
Detective Sergeant 2nd Year	133,154	138,771	156,540
Detective Sergeant 3rd Year	136,290	141,907	160,036
Detective Sergeant 4th Year	139,426	145,043	163,533
Detective Sergeant 5th Year	140,989	146,606	165,276
Detective Senior Sergeant 1st Year	144,118	149,735	168,765
Detective Senior Sergeant 2nd Year	146,411	152,028	171,321
Detective Senior Sergeant 3rd Year	148,703	154,320	173,877

Table 3a - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	84,635	94,159	105,743
Prosecutor 2nd Year	86,074	95,598	107,348
Prosecutor 3rd Year	94,688	104,212	116,952
Prosecutor 4th Year	96,115	105,639	118,543
Prosecutor 5th Year	100,422	109,946	123,346
Prosecutor 6th Year	106,161	115,685	129,745
Prosecutor 7th Year	109,028	118,552	132,941
Prosecutor 8th Year	110,459	119,983	134,537
Prosecutor 9th Year	113,976	123,500	138,458
Prosecutor 10th Year	116,945	126,469	141,769
Prosecutor Sergeant 1st Year	111,900	121,424	136,144
Prosecutor Sergeant 2nd Year	111,900	121,424	136,144
Prosecutor Sergeant 3rd Year	117,635	127,159	142,538
Prosecutor Sergeant 4th Year	121,936	131,460	147,334
Prosecutor Sergeant 5th Year	127,680	137,204	153,738
Prosecutor Sergeant 6th Year	129,110	138,634	155,333
Prosecutor Senior Sergeant 1st Year	127,680	137,204	153,738
Prosecutor Senior Sergeant 2nd Year	129,110	138,634	155,333
Prosecutor Senior Sergeant 3rd Year	131,976	141,500	158,528
Prosecutor Senior Sergeant 4th Year	136,175	145,699	163,210

Table 3b - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	84,635	94,159	105,743
Prosecutor 2nd Year	86,074	95,598	107,348
Prosecutor 3rd Year	94,688	104,212	116,952
Prosecutor 4th Year	100,422	109,946	123,346
Prosecutor 5th Year	106,161	115,685	129,745
Prosecutor 6th Year	109,028	118,552	132,941
Prosecutor 7th Year	114,726	124,250	139,294
Prosecutor 8th Year	116,945	126,469	141,769
Prosecutor Sergeant 1st Year	117,635	127,159	142,538
Prosecutor Sergeant 2nd Year	121,936	131,460	147,334

Prosecutor Sergeant 3rd Year	124,807	134,331	150,535
Prosecutor Sergeant 4th Year	127,680	137,204	153,738
Prosecutor Sergeant 5th Year	129,110	138,634	155,333
Prosecutor Senior Sergeant 1st Year	131,976	141,500	158,528
Prosecutor Senior Sergeant 2nd Year	134,076	143,600	160,870
Prosecutor Senior Sergeant 3rd Year	136,175	145,699	163,210

Table 3b - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	88,021	97,926	109,973
Prosecutor 2nd Year	89,517	99,422	111,641
Prosecutor 3rd Year	98,475	108,380	121,630
Prosecutor 4th Year	104,439	114,344	128,279
Prosecutor 5th Year	110,408	120,313	134,935
Prosecutor 6th Year	113,389	123,294	138,259
Prosecutor 7th Year	119,316	129,221	144,867
Prosecutor 8th Year	121,623	131,528	147,440
Prosecutor Sergeant 1st Year	122,340	132,245	148,239
Prosecutor Sergeant 2nd Year	126,814	136,719	153,228
Prosecutor Sergeant 3rd Year	129,800	139,705	156,557
Prosecutor Sergeant 4th Year	132,787	142,692	159,888
Prosecutor Sergeant 5th Year	134,275	144,180	161,547
Prosecutor Senior Sergeant 1st Year	137,255	147,160	164,869
Prosecutor Senior Sergeant 2nd Year	139,439	149,344	167,304
Prosecutor Senior Sergeant 3rd Year	141,622	151,527	169,739

Table 3b - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	92,422	102,822	115,472
Prosecutor 2nd Year	93,993	104,393	117,223
Prosecutor 3rd Year	103,399	113,799	127,711
Prosecutor 4th Year	109,661	120,061	134,693
Prosecutor 5th Year	115,928	126,328	141,681
Prosecutor 6th Year	119,058	129,458	145,171
Prosecutor 7th Year	125,281	135,681	152,109

Prosecutor 8th Year	127,704	138,104	154,811
Prosecutor Sergeant 1st Year	128,457	138,857	155,651
Prosecutor Sergeant 2nd Year	133,154	143,554	160,888
Prosecutor Sergeant 3rd Year	136,290	146,690	164,384
Prosecutor Sergeant 4th Year	139,426	149,826	167,881
Prosecutor Sergeant 5th Year	140,989	151,389	169,624
Prosecutor Senior Sergeant 1st Year	144,118	154,518	173,113
Prosecutor Senior Sergeant 2nd Year	146,411	156,811	175,669
Prosecutor Senior Sergeant 3rd Year	148,703	159,103	178,225

Table 4a - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	159,531
Inspector 2nd Year	167,646
Inspector 3rd Year	178,798
Inspector 4th Year	184,618
Inspector 5th Year	187,416
Inspector 6th Year	191,776
Inspector 7th Year	199,037
Inspector 8th Year	201,952
From the beginning of the first full pay period to commence on or after 1 July 2024 – 3.5%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	216,275
Superintendent 2nd Year	224,233
Superintendent 3rd Year	227,125
Superintendent 4th Year	230,018
Superintendent 5th Year	233,394
Superintendent 6th Year	237,252
Superintendent 7th Year	240,148
Superintendent 8th Year	246,784

Table 4b - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	167,646
Inspector 2nd Year	178,798
Inspector 3rd Year	184,618
Inspector 4th Year	187,416
Inspector 5th Year	191,776
Inspector 6th Year	199,037
Inspector 7th Year	201,952

From the beginning of the first full pay period to commence on or after 1 July 2024 – 3.5%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	216,275
Superintendent 2nd Year	224,233
Superintendent 3rd Year	227,125
Superintendent 4th Year	230,018
Superintendent 5th Year	233,394
Superintendent 6th Year	237,252
Superintendent 7th Year	240,148
Superintendent 8th Year	246,784

Table 4b - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2025 – 3%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	172,675
Inspector 2nd Year	184,162
Inspector 3rd Year	190,156
Inspector 4th Year	193,039
Inspector 5th Year	197,529
Inspector 6th Year	205,008
Inspector 7th Year	208,011
From the beginning of the first full pay period to commence on or after 1 July 2025 – 3%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	222,763
Superintendent 2nd Year	230,960
Superintendent 3rd Year	233,938
Superintendent 4th Year	236,918
Superintendent 5th Year	240,396
Superintendent 6th Year	244,370
Superintendent 7th Year	247,352
Superintendent 8th Year	254,188

Table 4b - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2026 – 3.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	178,719
Inspector 2nd Year	190,608
Inspector 3rd Year	196,812
Inspector 4th Year	199,795
Inspector 5th Year	204,442
Inspector 6th Year	212,184
Inspector 7th Year	215,291
From the beginning of the first full pay period to commence on or after 1 July 2026 – 3%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	229,446

Superintendent 2nd Year	237,889
Superintendent 3rd Year	240,957
Superintendent 4th Year	244,026
Superintendent 5th Year	247,608
Superintendent 6th Year	251,701
Superintendent 7th Year	254,773
Superintendent 8th Year	261,813

Table 5 - Travelling Allowance and Motor Vehicle Allowances**Effective 1 July 2024**

Item 1

Capital Cities	Per Day \$
Adelaide	318.90
Brisbane	341.90
Canberra	338.90
Darwin	380.90
Hobart	336.90
Melbourne	333.90
Perth	340.90
Sydney	358.90
High cost country centres	Per day \$
Albany (WA)	353.90
Alice Springs (NT)	366.90
Ararat (VIC)	319.90
Armidale (NSW)	326.90
Bairnsdale (VIC)	333.90
Ballarat (VIC)	347.90
Benalla (VIC)	328.90
Bendigo (VIC)	324.90
Bordertown (SA)	324.90
Bourke (NSW)	344.90
Bright (VIC)	340.90
Broken Hill (NSW)	321.90
Broome (WA)	380.90
Bunbury (WA)	338.90
Bundaberg (QLD)	344.90
Burnie (TAS)	338.90
Cairns (QLD)	335.90
Carnarvon (WA)	330.90
Castlemaine (VIC)	322.90
Ceduna (SA)	316.90
Charters Towers (QLD)	328.90
Christmas Island (WA)	378.90
Cocos (Keeling) Islands (WA)	491.90
Dalby (QLD)	361.90
Dampier (WA)	335.90
Derby (WA)	352.90
Devonport (TAS)	321.90
Dubbo (NSW)	330.90
Emerald (QLD)	339.90

Esperance (WA)	340.90
Exmouth (WA)	374.90
Geelong (VIC)	335.90
Geraldton (WA)	325.90
Gladstone (QLD)	331.90
Gold Coast (QLD)	369.90
Goulburn (NSW)	325.90
Gosford (NSW)	321.90
Griffith (NSW)	319.90
Gunnedah (NSW)	327.90
Halls Creek (WA)	330.90
Hamilton (VIC)	321.90
Hervey Bay (QLD)	335.90
Horn Island (QLD)	505.90
Horsham (VIC)	325.90
Jabiru (NT)	376.90
Kalgoorlie (WA)	341.90
Karratha (WA)	383.90
Katherine (NT)	388.90
Kingaroy (QLD)	340.90
Kununurra (WA)	364.90
Launceston (TAS)	334.90
Lismore (NSW)	323.90
Mackay (QLD)	326.90
Maitland (NSW)	347.90
Mildura (VIC)	318.90
Mount Gambier (SA)	324.90
Mount Isa (QLD)	345.90
Mudgee (NSW)	348.90
Muswellbrook (NSW)	317.90
Nambour (QLD)	323.90
Newcastle (NSW)	355.90
Newman (WA)	431.90
Nhulunbuy (NT)	390.90
Norfolk Island (NSW)	363.90
Northam (WA)	374.90
Nowra (NSW)	328.90
Orange (NSW)	362.90
Port Hedland (WA)	335.90
Port Lincoln (SA)	330.90
Port Macquarie (NSW)	350.90
Portland (VIC)	319.90
Rockhampton (QLD)	334.90
Roma (QLD)	342.90
Seymour (VIC)	321.90
Shepparton (VIC)	327.90
Swan Hill (VIC)	341.90
Toowoomba (QLD)	321.90
Thursday Island (QLD)	483.90
Townsville (QLD)	334.90
Wagga Wagga (NSW)	337.90
Wangaratta (VIC)	346.90
Warrnambool (VIC)	319.90
Weipa (QLD)	398.90
Whyalla (SA)	327.90
Wilpena-Pound (SA)	383.90

Wollongong (NSW)	341.90
Wonthaggi (VIC)	348.90
Yulara (NT)	730.90
Tier 2 Country Centres	Per day \$
Albury (NSW)	303.70
Bathurst (NSW)	303.70
Bega (NSW)	303.70
Chinchilla (QLD)	303.70
Cobar (NSW)	303.70
Coffs Harbour (NSW)	303.70
Ayr (QLD)	303.70
Cooma (NSW)	303.70
Cowra (NSW)	303.70
Echuca (VIC)	303.70
Innisfail (QLD)	303.70
Inverell (NSW)	303.70
Kadina (SA)	303.70
Maryborough (QLD)	303.70
Naracoorte (SA)	303.70
Narrabri (NSW)	303.70
Nowra (NSW)	303.70
Port Augusta (SA)	303.70
Port Pirie (SA)	303.70
Queanbeyan (NSW)	303.70
Queenstown (TAS)	303.70
Renmark (SA)	303.70
Sale (VIC)	303.70
Tamworth (NSW)	303.70
Taree (NSW)	303.70
Tennant Creek (NT)	303.70
Tumut (NSW)	303.70
Wodonga (VIC)	303.70
Other Country centres	289.70

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$23.95

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	33.90
Lunch	38.10
Dinner	64.95

Tier 2 and other country centres

Breakfast	30.35
Lunch	34.65

Dinner	59.75
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Item 4

Use of Private Motor Vehicle

Cents per kilometre
\$

Official Business	88.00
Casual Rate	35.00
Motor Cycle Allowance (50% of the official business rate)	44.00

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents

Per Annum
\$

Grade A	2,530
Grade B	3,356
Grade C	4,481

Item 2

Without Dependents

Per Annum
\$

Grade A	1,767
Grade B	2,273
Grade C	3,139

Table 7 - Detectives' Special AllowancePer Annum
\$

From the beginning of the first full pay period to commence on or after 1 July 2024 – %	2,249
From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%	2,339
From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%	2,456

Table 8 - Prosecutors' Special AllowancePer Annum
\$

From the beginning of the first full pay period to commence on or after 1 July 2024– 4%	1,851
From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%	1,925
From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%	2,021

Table 9 - Special Duties Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%

Grade 1 Six months following permanent appointment	1,467
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Grade 2	
Six months following permanent appointment	2,197
3 years after permanent appointment	2,564
5 years after permanent appointment	2,927
Grade 3	
Six months following permanent appointment	3,667
3 years after permanent appointment	4,397
5 years after permanent appointment	5,144
Grade 4	
Six months following permanent appointment	6,225
3 years after permanent appointment	7,692
5 years after permanent appointment	9,524

From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%

Grade 1	
Six months following permanent appointment	1,526
Grade 2	
Six months following permanent appointment	2,285
3 years after permanent appointment	2,666
5 years after permanent appointment	3,044
Grade 3	
Six months following permanent appointment	3,814
3 years after permanent appointment	4,573
5 years after permanent appointment	5,349
Grade 4	
Six months following permanent appointment	6,474
3 years after permanent appointment	8,000
5 years after permanent appointment	9,905

From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%

Grade 1	
Six months following permanent appointment	1,602
Grade 2	
Six months following permanent appointment	2,400
3 years after permanent appointment	2,800
5 years after permanent appointment	3,196
Grade 3	
Six months following permanent appointment	4,004
3 years after permanent appointment	4,802
5 years after permanent appointment	5,617
Grade 4	
Six months following permanent appointment	6,798
3 years after permanent appointment	8,400
5 years after permanent appointment	10,400

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%	21,290
From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%	22,141

From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%	23,248
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Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause 45.3, Professional Academic Qualifications Allowances.	792
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Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2024 – 4%

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	24.27
Where the period advised to be on call is 24 hours, for each such period the rate is;	36.37
Vehicle Care as defined in 48.2	12.10

From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	25.24
Where the period advised to be on call is 24 hours, for each such period the rate is;	37.82
Vehicle Care as defined in 48.2	12.58

From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%

Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	26.50
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	39.71
Vehicle Care as defined in 48.2	13.21

Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance will be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.

Table 13 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

will be paid the appropriate meal allowance in accordance with the following table;

	\$
Breakfast	37.65
Lunch	37.65
Dinner	37.65
Supper	13.80

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)

Non-Commissioned Officers required to perform duty in plain clothes will be paid the following allowances in accordance with the provisions of clause 65 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) or as Police Prosecutors under clause 39, Salaries (Police Prosecutors) will not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 65.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 65.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 65.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

Table 16 - Special Operations Allowance

	Effective 1 July 2024
Senior Constable Level 3 (loaded hourly rate)	59.90
Incidental Allowance	23.95
Operations Allowance	10.00
Total	93.85

Table 17 - Tactical Operations Unit Allowance**Level 1 - Certified Level 1 TOU Operative**Per Annum
\$

On the attainment of Module 1 from the beginning of the first full pay period on or after 1 July 2024 – 4%	7,260
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2025 – 4%	7,551
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2026 – 5%	7,928

Level 2 - Certified Level 2 TOU OperativePer Annum
\$

On the attainment of Module 2 from the beginning of the first full pay period on or after 1 July 2024 – 4%	14,521
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2025 – 4%	15,102
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2026 – 5%	15,857

Level 3 - Certified Level 3 TOU Operative/Experienced Operative

Note: The Level 3 allowance is payable upon Completion of module 3 training, or upon 3 years service (refer definition of service in subclause 64.12) in the Tactical Operations Unit having completed module 2, whichever occurs first. If module 3 training has not been completed at the time that payment of the allowance commences, the module 3 training must be completed within 2 years of the allowance commencing to continue to receive payment of the allowance. Should module 3 training not be completed within the 2 year period, and the organisation has made training for the module available, payment of the module 3 allowance will cease and the Officer will revert to receiving a Level 2 allowance.

	Per Annum \$
From the beginning of the first full pay period on or after 1 July 2024 – 4%	18,150
From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%	18,876
From the beginning of the first full pay period to commence on or after 1 July 2026 – 5%	19,820

SCHEDULE 1**Crown Employees (Police Officers - 2009) Award - History**

Date Published	Volume	Publication No.	Description
26 February 2010	369	C7350	Award
25 June 2010	370	C7460	Variation
29 October 2010	370	C7504	Variation
31 December 2010	370	C7527	Correction
18 November 2011	371	C7688	Variation
29 June 2012	372	C7707	Variation
7 December 2012	375	C8035	Variation

Crown Employees (Police Officers - 2013) Award - History

Date Published	Volume	Publication No.	Description
16 August 2013	375	C8069	Award
28 February 2014	375	C8163	Variation

Crown Employees (Police Officers - 2014) Award - History

Date Published	Volume	Publication No.	Description
22 August 2014	376	C8235	Award
8 May 2015	377	C8349	Variation
15 April 2016	379	C8524	Variation

Crown Employees (Police Officers - 2017) Award - History

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8754	Award
22 May 2020	388	C9058	Variation
16 July 2021	389	C9266	Variation

Crown Employees (Police Officers - 2021) Award - History

Date Published	Volume	Publication No.	Description
3 December 2021	391	C9343	Award
20 March 2023	393	C9608	Variation
24 March 2023	393	C9616	Variation

Crown Employees (Police Officers - 2024) Award - History

Date Published	Volume	Publication No.	Description
	394		

I. TAYLOR J, *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (CUSTODIAL EXECUTIVE RANK OFFICER - DEPARTMENT OF COMMUNITIES AND JUSTICE- CORRECTIVE SERVICES NSW) AWARD

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9624	31 March 2023	16 January 2023	393	1738

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
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4.	Conditions Fixed by other Instruments of Employment
5.	Principles of Understanding
6.	Hours of Work
7.	Public Holidays
8.	Rostered Day Off
9.	Additional Hours
10.	Ranking Structure
11.	Annualised Salary Package and Allowances
12.	Leave Entitlements
13.	Recreation Leave
14.	Annual Leave Loading
15.	Allowance for Temporary Assignment
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17.	Motor Vehicles
18.	Permanent Part-time
19.	Professional Conduct
20.	Equality of Employment and Elimination of Discrimination
21.	Harassment Free Workplace
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23.	Work Health and Safety
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26.	Grievance and Dispute Resolution Procedures

27. No Further Claims
28. General
29. Savings of Rights
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PART B

Schedule 1 - Annualised Salary Package

2. Title

This Award will be known as the Crown Employees (Custodial Executive Rank Officer - Department of Communities and Justice- Corrective Services NSW) Award.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Government Sector Employment Act 2013*

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Award" means this Award.

"Division Head" means the Secretary of the Department of Communities and Justice.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, or its replacement.

"Corrective Services (CSNSW)" means a division within the Department of Communities and Justice.

"Deputy Superintendent" means a commissioned officer occupying a role at the rank of Deputy Superintendent which is not attached to a Correctional Centre.

"General Manager/Governor" means a commissioned officer occupying a role at the rank of General Manager/Governor in charge of Correctional Centres or other custodial operations, other than Mid North Coast, John Morony, Dillwynia or Wellington, or other positions designated by the Division Head.

"Manager Security" means a commissioned officer occupying a role at the rank of Manager Security with the responsibility of managing the security of a Correctional Centre, other than Mid North Coast, John Morony, Dillwynia or Wellington, or other role designated by the Division Head.

"Officer" means and includes all persons (as defined by the Act) employed on an ongoing, temporary or casual basis, who is assigned to a role within CSNSW pursuant to the provisions of the Act, at the rank of General Manager, Superintendent, Manager Security or Deputy Superintendent and who is occupying one of the role covered by this Award at its operative date, or is appointed to or employed in one of these role after that date.

"Permanent Part-time Officer" means an Officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the Public Service Industrial Relations Guide published by the Industrial Relations Secretary, as updated from time to time.

"Regulation" means the Government Sector Employment Regulations 2014.

"Superintendent" means a commissioned officer who is occupying a role at the rank of Superintendent which is not attached to a Correctional Centre.

4. Conditions Fixed by Other Instruments of Employment

- 4.1 The following Awards or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, will continue to apply:
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 published 10 March 2006 (357 IG 1108) with the exception of clauses: 10, 11, 12, 13, 14, 20, 21, 24, 35, 36, 39, 46, 47, 48, 49, 54, 55 and 91 - 107 inclusive.
 - Crown Employees (Transferred Employees Compensation) Award
- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of officers will be determined by the provisions of the Act, the Regulation and Personnel Handbook.

5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 I.G. 602) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of CSNSW's operations.
- 5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.
- 5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve-week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Division Head.

6. Hours of Work

- 6.1 The ordinary hours of work for officers under this Award will be an average of 38 hours per week to be worked Monday to Sunday inclusive.

7. Public Holidays

- 7.1 Officers engaged under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays will receive the following compensation and are subject to the following conditions:
- 7.1.1 When rostered off on a public holiday - no additional compensation or payment.
- 7.1.2 When rostered on a public holiday and work performed - no additional payment.
- 7.1.3 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve (12) months from 1st December one year to 30th November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary

32 or more	One week's ordinary salary
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7.2 The additional payment will be made after the 1st December in each year for the preceding twelve months, provided that:

7.2.1 Where employment of an officer is terminated or the officer resigns or retires, the officer will be entitled to be paid the additional payment that may have accrued under paragraph 7.1.3 of this clause from the preceding 1st December until the date of termination, resignation or retirement.

7.2.2 Payment will be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

7.3 Officers who are directed to work on the Public Service Holiday as determined by the Division Head within the Christmas/New Year period, are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Year's Day Public Holiday.

8. Rostered Day Off

8.1 The hours of work prescribed in subclause 6.1 of clause 6, Hours of Work, will be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers will accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.

8.2 An officer's rostered day off will be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off will be consecutive with other days off. The rostered day off will be shown as a crossed day off on the roster.

8.3 Once set, the rostered day off may not be changed in a current 28-day roster cycle without agreement between the officer and his/her supervisor. Where the rostered day off is changed by agreement, another day is to be substituted in the current roster cycle. Should this not be practicable the rostered day off must be given and taken in the next roster cycle.

8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause will be twelve days per annum. There will be no accrual towards a rostered day off during the first four weeks of recreation leave.

8.5 All other paid leave will contribute towards the accrual of a rostered day off except where paid workers compensation or extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave will not be debited for that day.

8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive payment in lieu of rostered days off.

9. Additional Hours

9.1 No payment for additional hours to the ordinary hours of employment is to be paid to officers under this Award. The only exception is in cases of emergency.

9.2 Officers who are recalled to duty on account of an emergency will be entitled to the payment of overtime for all time worked in excess of the first two hours on each occasion.

9.3 After the initial two hours have been worked, then any subsequent work undertaken on account of an emergency will be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Sunday inclusive. The rate of payment for this work will be the maximum rate for Clerk, Grade 8 plus one dollar.

9.4 For the purposes of this Award, emergencies are situations such as riot, fire, or hostage. Payment for hours worked in relation to any such incidents must be submitted for the approval of the officer's supervisor.

10. Ranking Structure

10.1 The following ranking structure will apply:

General Manager / Governor (commissioned officer)

Superintendent (commissioned officer)

Manager Security (commissioned officer)

Deputy Superintendent (commissioned officer)

- 10.2 Vacancies at these ranks will be advertised externally and internally within CSNSW, in accordance with the Act and filled by way of merit selection. This will not apply to roles which can be suitably filled by way of internal transfer, redeployment, rotation, secondments or temporary appointment with the approval of the Division Head.
- 10.3 Officers successful in gaining appointment to roles covered by this Award will be offered a placement in a location for a period of up to three years in recognition that the nature of CSNSW's operation may require their transfer to another location or roles at the same rank from time to time. Officers will have the opportunity to discuss any transfer of this nature with the Division Head prior to a transfer being affected under this subclause.
- 10.4 The Division Head reserves the right to transfer officers in accordance with the movement of staff within and between public sector agencies provisions of the Act, if such action is considered to be in the best interests of CSNSW.
- 10.5 Transfer costs, where applicable, will be made in accordance with the provisions of the Crown Employees (Transferred Employees Compensation) Award 2009 or its replacement.

11. Annualised Salary Package and Allowances

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and will include all hours of work and incidents of employment except as otherwise expressly contained in this Award.
- 11.2 Meal Allowances: Officers covered by this Award are not entitled to meal allowances. This includes work undertaken in accordance with the provisions of subclauses 9.2, 9.3 and 9.4 of clause 9, Additional Hours, of this Award. Actual expenses for meals and accommodation may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award when travelling on official business, with the rates prescribed to be used as an indicative upper limit.
- 11.3 Incidental Allowance: The annualised salary package contained in Part B, Schedule 1, Annualised Salary Package, of this Award, incorporates an Incidental Allowance
- 11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the CSNSW, to enter into a Salary Packaging Arrangement in accordance with the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2021) Award or its replacement.

12. Leave Entitlements

- 12.1 All leave (sick, recreation etc.) except for extended leave will be granted and administered in accordance with the relevant provisions of the Conditions Award.
- 12.2 Extended leave entitlements will be granted and administered in accordance with Schedule 1 of the Regulation.
- 12.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

13. Recreation Leave

- 13.1 In accordance with the Recreation Leave provisions of the Conditions Award, officers under this Award will be entitled to recreation leave of 20 working days paid leave per year. Additional recreation leave on full pay accrues to officers indefinitely stationed in a remote area at the rate of 5 working days per year.
- 13.2 At least two consecutive weeks of recreation leave will be taken every 12 months, as specified in the Conditions Award, except by written agreement with the Division Head in special circumstances.
- 13.3 Permanent part-time officers will be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

14. Annual Leave Loading

- 14.1 Annual Leave loading payable to officers under this Award will be paid and administered in accordance with the provisions of the Annual Leave Loading clause in the Conditions Award.

15. Allowance for Temporary Assignment

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher roles from time to time will, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher roles be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher roles
- 15.2 This allowance for temporary assignment will not be paid unless the officer has performed the duties of the higher roles for five complete and consecutive working days or more.

16. Performance Agreement

- 16.1 All officers will enter into a performance agreement with CSNSW.
- 16.2 Officers who have not met the targets in a performance agreement may be counselled by the Division Head with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development.
- 16.3 The parties recognise that the Division Head, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and will be arranged in consultation with the officer.

17. Motor Vehicles

- 17.1 Officers occupying roles under this Award may sublease vehicles from CSNSW in accordance with the arrangements in place for officers employed within the Senior Executive Service as contained in Premier's Directions in force at the time of the making of this Award and any variations made to these provisions thereafter. These arrangements are contained in Department of Communities and Justice Use of Motor Vehicle Policy
- 17.2 Officers who do not elect to sublease a vehicle under subclause 17.1 of this clause and who are required to undertake on-call duties may have access to a pool vehicle for the performance of those CSNSW duties. Use of a pool vehicle under this subclause must be subject to the approval of the officer's supervisor.

18. Permanent Part-Time

- 18.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.

- 18.2 Part-time work arrangements must be acceptable to both CSNSW and the officer and will be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issues by the then Public Employment Office in October 1995.

19. Professional Conduct

- 19.1 Corporate Plan: Officers will be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the CSNSW Corporate Plan.
- 19.2 Officers will perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the Department of Communities and Justice Code of Ethics and Conduct Policy in the performance of their duties. All officers will be professional in their conduct with the public, other staff members and inmates.
- 19.3 Dress Manual: Officers will comply with the requirements of the CSNSW Dress Manual, will ensure their dress and grooming is of the highest standard and will wear and display CSNSW's name tags. Officers are responsible for ensuring that all staff under their supervision comply with the CSNSW Dress Manual.
- 19.4 Officers will have a thorough knowledge of and practice of the management of Case Management Principles, as defined by CSNSW's policy and procedures, and will diligently perform the duties required to implement them. All officers will participate in the oversight and implementation of Case Management.?

20. Equality of Employment and Elimination of Discrimination

- 20.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

21. Harassment Free Workplace

- 21.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 21.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by CSNSW or the Association.
- 21.4 Officers at all levels must prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have an obligation to take all reasonable steps to ensure that the operation of the

provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to affect:
- 22.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 22.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 22.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 22.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

23. Work Health and Safety

- 23.1 At all times officers are to comply with the *Work Health and Safety Act 2011* and associated Regulations.
- 23.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 23.2.1 Implementation of appropriate health and safety procedures.
- 23.2.2 Appropriate management and risk assessment practices.
- 23.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
- 23.2.4 Management and officer participation on Health and Safety Committees.
- 23.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Work Health Safety Act 2011* and associated Regulations.

24. Flexible Working and Operational Arrangements

- 24.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

- 24.2 Community Consultative Committee: A Community Consultative Committee will be established at each correctional centre. This committee will meet on a regular basis and will comprise representatives from all appropriate groups. General Managers are responsible for ensuring the Community Consultative Communities meet and operate within CSNSW guidelines.
- 24.3 Union Consultative: A Union Consultative will be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association as appropriate and representatives from Community Offender Services will be allocated roles on Local Management Boards.
- 24.4 All officers occupying roles under this Award will be on-call as required by their supervising officer and will be able to respond to unanticipated circumstances in a prompt and reliable manner. An on-call allowance will not be paid.
- 24.5 General Managers will regularly inspect the correctional centres and workplaces under their responsibility. It is expected that each location will be visited twice per month or more often if required by the officer's supervisor. All shifts operating at each location will be included regularly as part of the inspection. Reports of these inspections will be submitted to senior management as part of the monthly reporting requirements as contained in CSNSW's policy and procedures.
- 24.6 General Managers and Managers Security may be required to be on duty at the Correctional Centre on two weekends per month and will have weekdays off as part of the annualised salary package. These days off must be in accordance with operational requirements and must be approved by the officer's supervisor.
- 24.7 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 24.8 Any direction made pursuant to this clause must be consistent with security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

25. Deduction of Association Membership Fees

- 25.1 The Association will provide CSNSW with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 25.2 The Association will advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable will be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 25.3 Subject to subclauses 25.1 and 25.2 of this clause CSNSW will deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deduction.
- 25.4 Monies so deducted from the officer's salary will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' membership accounts.
- 25.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees will be deducted by CSNSW on a fortnightly basis.

26. Grievance and Dispute Resolution Procedures

- 26.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

- 26.2 Grievances will be handled in accordance with the CSNSW's Grievance Management Policy and Guidelines. A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.

- 26.3 Where a matter does not fall within the definition of a grievance it will be regarded as a dispute. A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 26.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party will be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

- 26.5 A dispute must be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.

Step 6: The dispute may be referred by either party to the Industrial Relations Commission to exercise its functions under the *Industrial Relations Act* 1996, provided the dispute is not a claim for general increases in salary or conditions of employment contained in this Award.

- 26.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the dispute.

- 26.7 While the parties are attempting to resolve the grievance/dispute, the parties must continue to work in accordance with this Award and their contract of employment unless the staff member has a reasonable concern about an imminent risk to his or her safety. Subject to the *Work Health and Safety Act* 2011,

even if the staff member has a reasonable concern about an imminent risk to his or her health or safety, the staff member must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the staff member to perform.

27. No Further Claims

- 27.1 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered by this Award.

28. General

- 28.1 Nothing in this Award will be construed as restricting the Division Head to alter the duties of any roles or to abolish any roles covered by this Award.

29. Savings of Rights

- 29.1 Should there be a variation to the Crown Employees (Public Sector – Salaries 2021) Award or its replacement, during the term of this Award, by way of a general salary increase, this Award will be varied to give effect to any such increase.

30. Area, Incidence and Duration

- 31.1 This Award will apply to all officers as defined in clause 10, Ranking Structure, of this Award.
- 31.2 This award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (General Managers, Superintendents, Manager Security and Deputy Superintendents, Department of Justice – Corrective Services NSW) Award 2009 published 17 August 2012 (374 I.G. 34).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 5 October 2021.

- 31.3 The award remains in force until varied or rescinded the period for which it was made having already expired.

PART B

SCHEDULE 1

Annualised Salary Package

- 1.1 Annualised Salary

Rank	Annualised Salary from the first full pay period on or after 1 July 2021 \$
General Manager/Governor	203,122
Superintendent	186,378
Manager Security	171,361
Deputy Superintendent	159,639

- 1.2 The above salaries are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (CORRECTIONAL OFFICERS, DEPARTMENT OF COMMUNITIES AND JUSTICE - CORRECTIVE SERVICES NSW) AWARD

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9623	30 March 2023	16 January 2023	393	1737

1. Arrangement

Clause No.	Subject Matter
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2.	Title
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5.	Ranking Structure
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- 30. No further claims
- 31. General
- 32. Area, Incidence and Duration

Schedule A - Agreed Procedures for the Settlement of
Grievances and Disputes

Schedule B - Memorandum of Understanding for
Correctional Officers, Corrective Services NSW

Schedule C – Safe Staffing Levels

2. Title

This Award will be known as the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Government Sector Employment Act 2013*, or its replacement.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Award" means this Award.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

"Corrective Services NSW (CSNSW)" means a division within the Department of Communities and Justice.

"Division Head" means the Secretary of the Department of Communities and Justice

"Day Worker" means an Officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 a.m. and 6.00 p.m.

"General Manager" means the person occupying or acting in the role of General Manager of a Correctional Centre or Superintendent of a work location.

"Correctional Officer" or "Officer" means and includes all adult persons (as defined by the Act), employed on an ongoing, temporary or casual basis, who is assigned to one of the roles covered by this Award

"Regulation" means the *Government Sector Employment Regulations 2014*, or its replacement.

"Service" means continuous service in a position covered by this Award.

"Shift worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Division Head or delegate.

"Shift worker - non-continuous Shifts" means an officer who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

4. Conditions Fixed by Other Instruments of Employment

- (i) The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, will continue to apply:

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award 2009

- (ii) Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause (i) of this clause, the conditions of officers are determined by the provisions of the Act, the Regulation and the Public Service Industrial Relations Guide or its replacement.

5. Ranking Structure

- (i) Custodial Officers:

Senior Correctional Officer

First Class Correctional Officer 2nd year and thereafter

First Class Correctional Officer 1st year

Correctional Officer 2nd year and thereafter

Correctional Officer 1st year

Probationary Correctional Officer

- (ii) Industrial Officers:

Senior Overseer

Overseer 2nd year and thereafter

Overseer 1st year

6. Salaries

- (i) Salaries payable to officers covered by this Award are in accordance with the Crown Employees (Public Sector – Salaries 2021) Award or an Award replacing it.

- (ii) Salaries prescribed in this clause include a component for the previously paid:

environmental allowance

special duties allowance

clothing and laundry allowances (except for hosiery)

7. Allowances

The following allowances are payable subject to the conditions attached:

- (i) Incidental - this is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems.

- (a) This allowance will be paid for all purposes. In the case of an officer acting in a higher duties capacity, the higher allowance is only payable if the officer has acted continuously in the role for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

- (b) Correctional Officer

	Per annum effective first pay period commencing on or after 1 July 2021 \$
Probationary Correctional Officer (in training)	n/a
Probationary (on graduation)	1082
1st year	1,585
2nd year and thereafter	2,169
1st Class - 1st year	3,244
1st Class - 2nd year and thereafter	3,244
Senior Correctional Officer	5,407

(c) Industries and Maintenance

Overseer	3,244
Senior Overseer	5,407

(d) This allowance is not payable to Probationary Correctional Officers whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation.

- (ii) Meals – in general Correctional Officers are not entitled to meal monies except as provided for in clause 5 of Schedule B
- (iii) Mobile Work Camps - an amount of \$127 per day in addition to a normal shift payment at single time is payable to an officer rostered on a mobile work camp. This is an all incidence allowance to compensate for all out of hours activities for the remaining 16 hours each day for, among other things, acquisition of additional skills for training purposes, imparting skills to inmates, responsibilities for the security of equipment on a 24 hour basis, absence from their families and disabilities for being exposed to the elements.
- (iv) Should there be a variation to the Crown Employees (Public Sector – Salaries 2021) Award, or an award replacing it, during the term of this Award, by way of salary increase or other benefit to the public service, this Award will be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award or replacement award.

8. Progression and Promotion

- (i) Officers, whose conduct and services are satisfactory, will progress to the rank of Correctional Officer, subject to completion of twelve (12) months service as a Probationary Correctional Officer and having satisfactorily completed the appropriate training course/s as determined by CSNSW.
- (ii) Officers, who, having completed 12 months service on the Probationary rate, and who are refused progression to the rank of Correctional Officer, may request that the decision be reviewed by the Division Head or delegate.
- (iii) Officers, who have completed twelve (12) months service on the 2nd year and thereafter rate for Correctional Officer, will progress to the rank of Correctional Officer, 1st Class, subject to the following criteria:
 - (a) Satisfactory conduct and services;
 - (b) Completion of appropriate training course/s as determined by CSNSW;
 - (c) Value, quality and scope of the work performed warrants such progression.

N.B. Satisfactory conduct and services includes but is not limited to, the following:

- (d) satisfactory sick leave record;

- (e) punctual attendance;
- (f) proper standard of dress and grooming;
- (g) no proven misconduct charges in the previous twelve (12) months.

Value, quality and scope of work performed will include:

- (h) capacity to undertake the more difficult posts with efficiency and economy;
 - (i) capacity to supervise and direct junior officers;
 - (j) high standard and accuracy of written reports;
 - (k) capacity to interact in a positive manner with other officers;
 - (l) being pro-active rather than reactive.
- (iv) Provided that officers who have not completed the training courses as determined under paragraph (iii)(b) by reason only of CSNSW exigencies are not prejudiced in their eligibility to progress.
- (v) Correctional Officers, who, having completed 12 months service on the 2nd year and thereafter rate and who are refused progression to the rank of Correctional Officer, 1st Class, may request that the decision be reviewed by the Division Head or delegate.

9. Increments

- (i) The payment of increments under the scales of salaries prescribed by this Award are subject to approval by the Division Head or delegate and pursuant to the increment provisions of the Regulation except where varied by this Award.
- (ii) Four weeks prior to the date on which an officer will become eligible for an annual increment of salary, the General Manager will report to the Division Head or delegate as to the conduct and manner in which the duties of the officer have been performed.
- (iii) In cases where the recommendation of the General Manager is adverse to the granting of an increment, and such recommendation has been approved by the Division Head or delegate, the officer has a right of appeal as provided under Part 7 Public Sector disciplinary appeals of the *Industrial Relations Act 1996*.

10. Hours of Work

- (i) The ordinary hours of work for day workers are 38 hours per week averaged over a 28-day roster cycle, to be worked Monday to Friday inclusive, provided that by agreement between the parties ordinary hours up to a maximum of twelve (12) hours per day may be worked without the payment of overtime. Meal allowances are not applicable.
- (ii) The ordinary hours of work for shift workers are 38 hours per week averaged over a 28-day roster cycle, provided that shifts of up to twelve (12) hours may be worked without the payment of overtime. Meal allowances are not applicable.
- (iii) Time taken in partaking of meals will not count towards working time, unless such meal is taken as a crib break.
- (iv) A crib break is an entitlement to a paid break of 20 minutes to be taken between the 3rd and 5th hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location but away from inmates) with officers being available to respond to any situation should they be required during the 20 minute break.

- (v) If a crib break referred to in subclause (iv) is not able to be taken, a Crib Break Penalty may be applicable as set out in Clause 5 of Schedule B of this Award.
- (vi) During the Daylight Saving changeover, an officer working a rostered shift will receive payment for a standard shift i.e. 8 hours plus shift allowance irrespective of whether the hours actually on duty are 7 or 9. However, if an officer is working an overtime shift, the officer is paid the actual hours worked i.e. either 7 or 9 hours.

11. Shiftwork

- (i) For the purpose of this clause -

"Early Morning Shift" means any shift commencing before 6.00 am.

"Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.

- (ii) Officers who work shiftwork are to be paid the following allowances other than at weekends or on public holidays:

Early morning shift	10%
Afternoon shift (C or D watch)	15%
Night Shift (B watch)	17½%

12. Rostered Days Off

- (i) The hours of work prescribed in clause 10, Hours of Work of this award will be worked on the basis of a rostered day off in each 20 working days of a 28-day roster cycle. Officers will accrue 0.4 of an hour each 8-hour day towards having the 20th day off with pay, subject to subclauses (iii) and (iv) of this clause.
- (ii) An officer's rostered day off is determined by CSNSW having regard to the needs of the establishment or sections. Where practicable, rostered days off will be consecutive with other days off.
- (iii) Once set, the rostered day off may not be changed in a current 28-day roster cycle without agreement between the officer and his or her supervisor. Where the rostered day off is changed by agreement, another day will be substituted in the current roster cycle. Should this not be practicable the rostered day must be given and taken in the next roster cycle.
- (iv) The maximum number of rostered days off prescribed in subclause (i) of this clause is 12 days per annum. There will be no accrual to a rostered day off during the first four (4) weeks of recreation leave.
- (v) All other paid leave will contribute towards the accrual of rostered days off except where paid workers compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave will not be debited for that day.

13. Shift Handover

- (i) The salaries paid to Correctional Officers and the application of a 38-hour week recognises that additional time may be involved for an officer at the time of shift handover in:
 - (a) briefing incoming officers.
 - (b) incoming officers parading prior to relieving security posts, towers, etc.
 - (c) undertaking weapons safety check in the presence of the incoming and outgoing officer.
- (ii) There will be no overtime hours paid for this work.

14. Payment of Salary

- (i) Officers are paid according to an average of 38 ordinary hours per week, although more or less than 38 ordinary hours may be worked in any particular week.
- (ii) Officers will have their salaries paid into an account with a bank or other financial institution in New South Wales, as nominated by the officer. Salaries will be deposited in sufficient time to ensure that monies are available for withdrawal by officers no later than the appropriate payday.

15. Overtime

- (i) The conditions of the Conditions Award or its replacement will apply, provided that in establishments where extended ordinary hours and/or extended shift hours apply, officers working an overtime shift of 8 hours or more is only eligible for one (1) meal allowance.

16. Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays

- (i) Officers engaged as day workers are entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award, or its replacement.
- (ii) Officers engaged as shift workers - continuous shifts under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays will receive the following compensation and be subject to the following conditions:
 - (a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
 - (b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.
 - (c) When rostered off on a public holiday - no additional compensation or payment.
 - (d) When rostered on a public holiday and work performed - additional payment at the rate of half time extra.
 - (e) Recreation leave at the rate of six weeks per annum inclusive of any public holiday/s.
 - (f) Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of twelve months from 1 December one year to 30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- (iii) The additional payment will be made after the 1st December in each year for the preceding twelve months, provided that:
 - (a) Where the employment of an officer is terminated, or the officer resigns or retires, the officer is entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1st December until the date of termination, resignation or retirement.
 - (b) Payment will be at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

17. Annual Leave Loading

- (i) The Annual Leave loading payable to all Correctional Officers engaged as shift workers will be 20% in lieu of all other entitlements under this heading.
- (ii) Annual Leave loading payable to Correctional Officers who are day workers will be paid in accordance with the provisions of the Conditions Award.

18. Allowance for Temporary Assignment

- (i) Subject to this clause, an officer who is required to perform duties in a higher role covered by this Award will, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher role covered by this Award.
- (ii) Officers employed in the classification of Probationary Correctional Officer or Correctional Officer are not entitled to be paid the allowance prescribed in subclause (i) of this clause when performing duties of Correctional Officer or Correctional Officer 1st Class.
- (iii) An officer who is required to perform duties in a higher role covered by the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Communities and Justice-Corrective Services NSW) Award (or any award succeeding or replacing that award) will be paid an allowance equal to the difference between the officer's present salary and 95% of the '5 day' salary prescribed for the higher role. Any weekend or overtime penalty rates payable under this award will be applicable to this higher duties allowance.
- (iv) The allowance for temporary assignment payable under subclause (iii) of this clause will be included in salary for the purposes of calculating overtime only if the duties carried out during the period of overtime are those of the higher role and provided the salary and allowance does not exceed the maximum rate for Clerk Grade 8, as varied from time to time, when the rate payable for directed overtime will be at the maximum rate for Clerk, Grade 8 plus \$1.00.
- (v) The allowance for temporary assignment payable under subclauses (i) and (iii) of this clause will be paid for each day the officer acts in the higher role.
- (vi) The provisions of paragraph (i)(a) of clause 7 Allowances of this award will not apply to the payment of higher duties.

19. Permanent Part-Time

- (i) CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- (ii) Part-time arrangements must be acceptable to both CSNSW and the officer and must be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

20. Technological Change

- (i) The introduction of technological changes will be undertaken in accordance with the provisions of the Conditions Award or its replacement.

21. Performance Management

- (i) CSNSW's Performance Management System will be used as a process of identifying, evaluating and developing work performance. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.

- (ii) Any officer who fails to gain a satisfactory performance appraisal will be counselled and a detailed developmental program will be negotiated to enable officers to reach satisfactory performance as outlined in CSNSW's Performance Management System.

22. Work Health and Safety

- (i) The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces by:
 - (a) assisting the Secretary Department of Premier and Cabinet and the Association in the development of policies and guidelines for CSNSW on Occupational Health, Safety and Rehabilitation;
 - (b) the implementation of such policies and guidelines within CSNSW;
 - (c) establishing consultative mechanisms and structures within CSNSW, to identify and introduce safe systems of work, safe work practices and working environments; to develop strategies to assist the rehabilitation of injured staff members; and to determine the level of responsibility to achieve these objectives. This will assist to achieve the objects of the *Work Health and Safety Act 2011*, the Regulation and Codes of Practice made under this Act, and the *Workplace Injury Management and Workers Compensation Act 1998* and the *Workers Compensation Act 1987*.
 - (d) identifying training strategies for officers, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness.
 - (e) directly involving the Division Head or delegate in the provisions of paragraphs (a) to (d) of this subclause.
- (ii) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

23. Dispute Resolution Procedures

- (i) The Grievances/Disputes Procedures contained in Schedule A applies to all parties covered by this Award.

24. Professional Conduct

- (i) Officers must be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.
- (ii) Officers must perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the Department of Justice Code of Ethics and Conduct Policy in the performance of their duties.
- (iii) All officers will be professional in their conduct with the public, other staff and inmates.
- (iv) Officers must comply with the requirements of the CSNSW Dress Manual and ensure their dress and grooming are of the highest standard.

25. Equity of Employment

- (i) The parties are committed to providing a work environment which promotes the achievement of equity and the elimination of discrimination in employment.
- (ii) Officers with supervising responsibilities must ensure that all staff under their supervision are treated equitably and without bias or prejudice.

26. Harassment Free Workplace

- (i) The parties are committed to ensuring that officers work in an environment free of harassment. Harassment on the grounds of sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender is unlawful in terms of the *Anti-Discrimination Act 1977*.
- (ii) Harassment is any repeated, uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable or unpleasant.
- (iii) Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- (iv) Harassment on any grounds including, but not limited to, sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender will not be condoned by CSNSW or the Association.
- (v) Correctional Officers must prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- (vi) All Correctional Officers are required to refrain from perpetuating, or being party to, any form of harassment.
- (vii) Where a claim of harassment is made, and with consultation with the Association, and CSNSW considers there is reasonable grounds for considering harassment has occurred, the alleged offending officer is to be transferred to another work location until the matter is fully investigated.

27. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

- (a) CSNSW and its officers may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

28. Deduction of Association Membership and Legal Fund Fees

- (i) The Association will provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.
- (ii) The Association will advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees are to be provided to CSNSW at least 28 days in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, CSNSW will deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.
- (iv) Monies so deducted from the officer's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- (v) Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees will be deducted by CSNSW on a fortnightly basis.

29. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

30. No Further Claims

- (i) It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to Correctional Officers.

31. General

- (i) Nothing in this Award will be construed as restricting the Division Head or delegate to alter the duties of any role or to abolish any role covered by this Award in consultation with the Association.

32. Area, Incidence and Duration

- (i) This Award applies to all officers defined in clause 5, Ranking Structure, of this Award.
- (ii) This award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Correctional Officers Department of Attorney General and Justice – Corrective Services NSW) Award published 8 May 2020 (387 I.G. 1154).

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from..
- (iv) The award remains in force until varied or rescinded, the period for which it was made having already expired.
- (v) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G.130) have been incorporated into this award as part of the review.
- (vi) The Prison Officers (Settlement of Grievances and Disputes) Agreement, Agreement No. 2471 of 1984 is rescinded and replaced by Schedule A of this award.

SCHEDULE A - AGREED PROCEDURES FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

1. Objectives

- 1.1 The object of these procedures is the improvement of industrial relations and the development of a spirit of co-operation within CSNSW.
- 1.2 The parties acknowledge the desirability, in the interests of all concerned of industrial claims being dealt with expeditiously and without resort to industrial action.
- 1.3 It is the intention that as CSNSW is an essential service industry, problems and disputes should be resolved by discussion and the adoption of common-sense solutions rather than by the resort to industrial action.
- 1.4 It is recognised that proper consultation and communication within CSNSW are of the utmost importance for its effective operation and for the administration of its functions.
- 1.5 There will be co-operation at all levels to ensure the final resolution of disputes expeditiously.
- 1.6 Compliance with the spirit and intent of this agreement as well its terms, is accepted as essential to the achievement of a better working atmosphere for Correctional Officers and to ensuring a stable environment for inmates.
- 1.7 The officials of the POVB and of the sub-branches are recognised as having, within their respective spheres, an essential role and responsibility in the handling of industrial disputes and representing Correctional Officers, but with due regard to their responsibilities as Correctional Officers.
- 1.8 These procedures are not intended to limit the powers of tribunals under the *Industrial Relations Act* 1996 but are designed to facilitate the process of conciliation and the settlement of industrial disputes by amicable arrangements as envisaged by the *Industrial Relations Act* 1996. All matters filed pursuant to the *Industrial Relations Act* 1996 will be dealt with in accordance with it.
- 1.9 It is the intention that the agreed procedure will be followed in processing industrial disputes but it may be necessary by agreement to by-pass some of the steps of the procedure in attempting to achieve a speedy resolution in specific instances.

2. Definitions

In this Schedule, the definitions as listed in Clause 3 Definitions of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award are to apply. In addition to those definitions, the following definitions apply:

- 2.1 "POVB" means the Prison Officers' Vocational Branch of the Association.

- 2.2 "Sub-branch" means the sub-branch of the POVB covering the workplace concerned.
- 2.3 "Industrial dispute" means a dispute or claim with regard to or affecting the conditions of employment of Correctional Officers.
- 2.4 "Industrial action" includes a refusal to work or the imposition of work bans or limitations.
- 2.5 "Workplace" includes correctional centre, courts, head or regional office.
- 2.6 "Working days" means days on which the office of CSNSW is open for business.
- 2.7 "Management Committee" means the Management Committee of the POVB.
- 2.8 "State Executive" means such of the Chairman, Vice Chairman and Hon. Secretary of the POVB (whose election has been notified by the Association to CSNSW) and Country Vice Chairman as are at the time available.
- 2.9 "Sub-branch Executive" means such of the duly elected Executive of the sub-branch (whose election has been notified to the General Manager of the workplace concerned) as are at the time available.
- 2.10 "Officials" means in the case of the POVB the State Executive and in the case of a sub-branch the sub-branch executive or such of the members of the respective bodies as are at the time available.
- 2.11 "Local issue" means an industrial claim which relates solely to a particular workplace.
- 2.12 "State-wide issues" means any industrial dispute which is not a local issue or is one which directly affects Correctional Officers at more than one workplace.

3. Procedure in Local Issues

- 3.1 The sub-branch Executive will immediately notify the General Manager of the existence of any industrial dispute or of any resolution passed at a meeting of members of a sub-branch and which may give rise to an industrial dispute.
- 3.2 The General Manager, as the person responsible for the day-to-day running of the workplace, will endeavour to resolve the matter in discussion with the sub-branch Executive or in the case of the Long Bay Correctional Complex with an official of the sub-branch and a local workplace delegate.
- 3.3 If any industrial dispute cannot be resolved at this level, the matter will be referred to the next appropriate higher level of management who will attempt to resolve the matter.
- 3.4 That manager will advise the appropriate higher level of management immediately of any matter which is likely to lead to an industrial dispute or which affects the conditions of employment of Correctional Officers and which has not been resolved in the procedures in subclause 3.2 and 3.3, who will immediately seek to resolve the matter.
- 3.5 Where the procedures of sub clauses 3.2, 3.3 and 3.4 do not lead to resolution of the industrial dispute, the State Executive will be advised accordingly by the sub-branch Executive. The State Executive will consider the matter promptly and, after discussion if necessary, with the sub-branch Executive, will refer the same to the Association.
- 3.6 The Association and CSNSW must each immediately notify the other of any industrial dispute which is referred to either of them and the other party will take prompt steps seeking to resolve the dispute through consultation.
- 3.7 If the Association and CSNSW are unable to resolve the dispute it must be immediately notified by one of the parties, pursuant to the *Industrial Relations Act 1996*, to be dealt with in accordance with the *Industrial Relations Act 1996*.

4. Procedure in State-Wide Issues

- 4.1 Any resolution of a sub-branch which is endorsed by the State Executive or any resolution of the management committee which may lead to an industrial dispute, is to be referred by the officials concerned to the Association which must notify it to CSNSW. The Association and CSNSW will take prompt steps seeking to settle the matter by consultation.
- 4.2 If the Association and CSNSW are unable to resolve the dispute it will be immediately notified by one of the parties pursuant to the *Industrial Relations Act 1996* to be dealt with in accordance with the *Industrial Relations Act 1996*.

5. General Procedures

- 5.1 The agreed procedures are not to be taken as an acknowledgement that industrial action by Correctional Officers will be necessary or proper.
- 5.2 All sub-branch meetings will be fully advertised with as much notice as possible. The General Manager will be given proper and adequate notice of any sub-branch meeting which it is proposed to hold.
- 5.3 If a resolution be carried at any sub-branch meeting calling for or suggesting industrial action, the sub-branch Executive must immediately notify the State Executive and the Association of the terms of the resolution and it will not be implemented until all the agreed procedures have been completed.
- 5.4 At least three clear working days' notice must be given by the State Executive to the Association and CSNSW of any intention or proposal for all or any members of the POVB to take industrial action.
- 5.5 No industrial action will be taken until the agreed procedures have been completed or until a dispute notified pursuant to the *Industrial Relations Act 1996* has been heard and determined.
- 5.6 CSNSW maintains that as it has the responsibility for the direction, control and management of workplaces, it has the right itself or through its appropriate Executive Staff to make the necessary management decisions.
 - 5.6.1 Nevertheless CSNSW acknowledges the desirability of employees being consulted before the introduction of changes or innovations which will have a significant impact upon established work practices and procedures affecting Correctional Officers. It is accepted that the term significant impact is difficult to define and may convey different meanings to different people but, it is intended to indicate changes which have a real and important as distinct from a minor or incidental effect on Correctional Officers.
 - 5.6.2 As a gesture of its good intentions and in recognition of the willingness of the Correctional Officers to agree not to resort to industrial action and of the declared intention of the Association and the Correctional Officers to adhere to these procedures, CSNSW undertakes that:
 - (a) the Association will be advised of any such changes or innovations which are to be introduced where they affect more than one workplace.
 - (b) the Sub-branch Executive will be advised by the General Manager of any such changes or innovations proposed within a workplace other than on a day-to-day basis.
 - 5.6.3 In the event of the Association or the POVB, or the sub-branch as the case may be, requesting consultation such consultation will take place before the changes or innovations are made.
 - 5.6.4 If there is continuing disagreement between the Association and CSNSW regarding a proposed change or innovation, a notification of a dispute must be given to the other party pursuant to the *Industrial Relations Act 1996*. The proposed change or innovation will not be implemented by CSNSW until the matter has been referred to and dealt with by the Industrial Relations Commission.

- 5.6.5 There is no expectation that matters which are clearly within the prerogative of management will be decided by that Commission nor that it would substitute its view for that of management but, it is anticipated that the Industrial Relations Commission could consider taking action where the issue clearly called for its involvement.
- 5.6.6 CSNSW reserves the right to implement a change before completion of the agreed procedures if there be special circumstances which make the postponement of the change unreasonable.
- 5.6.7 No party will be prejudiced as to the final settlement by action in conformity with the agreed procedures.
- 5.7 While the agreed procedures are being pursued, work will proceed without interruption and in accordance with the instructions of the General Manager/Governor.
- 5.8 Nothing in the agreed procedures is intended to limit the right of any party from at any stage referring the matter pursuant to the *Industrial Relations Act 1996*.

6. Safety and Security

- 6.1 The policy of the Association is that no officer will be required to work in a role which is unsafe but, it does not support any reliance upon a pretext of safety to justify a refusal of duty where no real personal risk is involved. Accordingly, notwithstanding the agreed procedures, the Association upholds the right of Correctional Officers to vary the procedures where the safety of officers genuinely arises.
- 6.2 The nature of the occupation of Correctional Officers is such that there is a constant risk of an attack upon a Correctional Officer by an inmate and CSNSW accepts its obligation to take proper precautions to ensure the safety at work of its officers. However, it claims the right ultimately to decide the arrangements which are appropriate for ensuring the safety of the officers and it regards the running of each workplace in the most efficient manner and the staffing of posts on a day-by-day basis is to be the responsibility of the General Manager but consistent with CSNSW's policy that a "sight or sound" principle be observed in maximum security (A category) correctional centres. It is recognised that there will be genuine differences of opinion on questions of the safety of officers and the staffing of posts. A resolution of any of these differences is to be sought by a proper consideration of all aspects of the issue.
- 6.3 No officer is to leave an armed post or agreed security post unstaffed until relieved by another officer or by another person authorised by the General Manager who will arrange such relief within the period which has previously been agreed with the sub-branch Executive.

SCHEDULE B - MEMORANDUM OF UNDERSTANDING FOR CORRECTIONAL OFFICERS, DEPARTMENT OF COMMUNITIES AND JUSTICE- CORRECTIVE SERVICES NSW

This Memorandum of Understanding:

- (i) Regulates the conditions of service of Correctional Officers, as defined in the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award, other than those conditions of service reflected in the aforementioned Award.
- (ii) Is complementary to the Award and covers issues excluded, in whole or part, from the Award, but that still pertain to certain aspects of conditions of employment.
- (iii) Reflects the agreed position between the Division Head or delegate and the General Secretary of the Public Service Association of NSW.
- (iv) Provides a framework for consultation between CSNSW and the Association to monitor progress on issues and changes.

Intent - The parties acknowledge that the Award and Memorandum of Understanding have been entered into on the basis of a shared commitment to the achievement of a progressive and professional correctional management within CSNSW. In this pursuit, the Award and Memorandum of Understanding consolidate existing conditions of service and introduce changes to some of the terms and conditions of service of Correctional Officers in order to increase productivity and flexibility and to enhance the professional development of these officers.

Key Initiatives of the Award and Memorandum of Understanding

The Award and the Memorandum of Understanding are based on the following key initiatives:

- a continued commitment to Area and Case Management and the development of a professional correctional service;
- to introduce an incidental allowance for Correctional Officers to compensate for additional responsibilities;
- to provide appropriate training and career development opportunities for Correctional Officers;
- introduction of cyclic rostering subject to a successful trial and subsequent agreement between the parties;
- cessation of entitlement to rations;
- contracting out of the purchasing function of the inmate buy ups;
- to introduce a performance management system;
- reduction in the number of roles as agreed by the parties;
- restructuring of roles within Corrective Services Industries covered by this Award;
- joint participation in the Custodial Workplace Committee (CWC) to undertake a review to promote work safety, staff welfare, mental and physical health promotion and support;
- to encourage the orderly and amicable settling of differences;
- to promote a workplace that is free from prejudice, discrimination and harassment.

The parties agree to the following provisions applying during the term of the Award or until varied by agreement between the parties:

1. Family Day

CSNSW agrees to continue to allow officers to attend, on one occasion per year, the family day arranged by CSNSW. Due to the requirement to maintain service to the correctional centres a family day is arranged twice a year. An officer's attendance at family day is at CSNSW's convenience.

2. Skills and Career Development

- (i) It is the aim of the parties that Correctional Officers must be provided with the maximum opportunities for training and development such that they will form a highly skilled and committed workforce, enjoying maximum job satisfaction. An integral part of this process will be consultation with the Association and individual officers. Correctional Officers recognise that their individual career development is a joint responsibility, shared between the officer and CSNSW.
- (ii) CSNSW agrees to set up a joint working party to review the training requirements of all Correctional Officers.

- (iii) Correctional Officers will move between tasks and functions within a correctional centre or work location and within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW.
- (iv) Correctional Officers, by mutual agreement, will move between tasks and functions within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW, provided that in moving these officers between tasks and functions CSNSW, the Association and POVB will have regard to the career development needs of individuals; the efficient organisation of work; and personal, family and geographic considerations.
- (v) Processes will be adopted to facilitate the skills enhancement and career development opportunities of Correctional Officers, whilst improving the effectiveness of CSNSW. Without limiting the development of further initiatives, the following processes must be utilised:
 - temporary filling of vacant roles;
 - job rotation;
 - transfers;
 - secondment;
 - provision of training relevant to the needs of the individual and the requirements of CSNSW.
- (vi) Subclauses (i) - (v) do not replace the authority of the Division Head or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the *Government Sector Employment Act 2013* to meet CSNSW staffing requirements.

3. Transfers

- (i) Requests for transfers on compassionate grounds are at the expense of the officer.
- (ii) Other requests for transfers will be in accordance with CSNSW Assignment to Ongoing Custodial Officer Policy.
- (iii) Transfers at the rank of Senior Correctional Officer will be by consultation between the parties.
- (iv) Subclauses (i)-(iii) do not replace the authority of the Division Head's or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the *Government Sector Employment Act 2013* to meet CSNSW staffing requirements.

4. Consultative Mechanisms

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of CSNSW's operations. A consultative committee will be established consisting of management, Association and POVB representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or Memorandum of Understanding or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award and Memorandum of Understanding, and thereafter.

5. Meal Allowances

Meal monies - generally

- (i) Correctional Officers are not generally entitled to payment of meal monies other than for the exceptions listed in subclause (iii) – (vii)

- (ii) Correctional Officers employed in the following units within Security and Intelligence- Court Escort and Security Unit (CESU), Security Operations Group (SOG), K9 Unit – have areas of responsibility and when operating within those areas they are considered to be performing normal duties. Officers are required as part of their normal duties to travel to other locations and are supplied with a CSNSW vehicle to undertake the travel. In the case of the K9 unit, officers are supplied with a CSNSW vehicle to ensure that they are able to respond directly from their residences. Meal allowances are generally not payable other than for the exceptions listed in subclauses (iii) to (vii)
- (iii) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers working double shifts.
- (iv) An allowance at the rate equivalent to the Breakfast rate for overtime under the Conditions Award is payable to officers who:
 - (a) are called for duty and commence on overtime at least one hour before their rostered start time; and,
 - (b) who are required to commence this overtime at or before 6:00am.
- (v) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers:
 - (a) who are required to work at least 1.5 hours of overtime;
 - (b) whose overtime commences at the end of their rostered shift;
 - (c) whose overtime commences at or before 6:00pm; and
 - (d) whose overtime concludes at or after 6:00 pm.
- (vi) A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance – called a Crib Break Penalty:
 - (a) For “A” watch an amount equivalent to the rate for lunch money for overtime under the “Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
 - (b) For “C” watch an amount equivalent to the rate for dinner money for overtime under the Crown Employees (Public Service Conditions of Employment)” Award 2009 or its replacement
 - (c) For “B” watch an amount equivalent to the rate for breakfast money for overtime under the Crown Employees (Public Services Conditions of Employment) Award 2009 or its replacement

For the purposes of this clause:

“Authorised External Escort” includes but is not limited to medical/hospital escorts, funeral escorts, officer’s escorts and Court Escort and Security Unit (CESU) officers. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in a community setting.

“Member of Staff” means a person employed in ongoing, temporary or casual employment as defined in the *Government Sector Employment Act 2013*.

- (vii) The Crib Break Penalty set out in subclause (vi) above is in lieu of overtime.

6. Operational Agreements

That the parties will develop an Operational Agreement or equivalent, at each correctional centre or each relevant workplace.

NOTE: The Memorandum of Understanding was made on 19 February 1998 and published with the Crown Employees (Prison Officers, Department of Corrective Services) Award on 5 March 1999 (308 IG 557).

SCHEDULE C – SAFE STAFFING LEVEL

1 Safe Staffing Levels

- (a) Each correctional centre operated by CSNSW will have a management plan identifying safe procedures for the operation of the centre.
- (b) Each such management plan will include:
 - (i) the staff establishment, maximum inmate number and classification;
 - (ii) the inmate number and classification by wing/unit/pod (and any other operational area) and the post structure for that wing/unit/pod (and any other operational area).
- (c) Variations to paragraph 3(b)(ii) above are subject to local consultation if temporary.
- (d) Permanent variations to management plans will be the subject of consultation as required by Schedule A of the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award ("the Agreed Procedures").
- (e) Any dispute arising out of consultation concerning temporary or permanent variations to management plans will be resolved under the Agreed Procedures.
- (f) The parties acknowledge that there is no intention to staff wings/units/pods that are empty.

NOTE: This schedule was implemented on 4 February 2022 and rescinds the Crown Employees (Safe Staffing Levels Department of Justice – Correctives Services NSW) Award (C9133)

Printed by the authority of the Industrial Registrar

CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY AND ENVIRONMENT AND THE ENVIRONMENT PROTECTION AUTHORITY) ENVIRONMENT AWARD 2021

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9367	08 February 2022	30 November 2021	391	613
C9690	24 August 2023	14 August 2023	394	1787

AWARD

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PART C

Memorandum of Understanding

PART A

2. Definitions

"Award" means any Award made under the *Industrial Relations Act 1996*.

"Chairperson" means the Chairperson of the Environment Protection Authority.

"Class" means a Class listed in sub-clause 6.8, of clause 6 - Salary System, of this Award.

"Declared incident" means an unscheduled activity in the NSW National Parks and Wildlife Group (NPWS) of DPIE such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Deputy Secretary of the NSW National Parks and Wildlife Service or their delegate (N.B. Does not include hazard reductions in NSW NPWS).

"Delegate" means an employee who has been delegated certain powers by the Chairperson of the Environment Protection Authority or the Departmental Secretary where appropriate pursuant to section 17 of the *Government Sector Employment Act 2013*.

"Departmental Secretary" means the Secretary of the Department of Planning, Industry and Environment.

"Determination" means any Determination made by the Industrial Relations Secretary pursuant to the provisions of section 52 of the *Government Sector Employment Act 2013*.

"DPIE" means the Department of Planning, Industry and Environment (DPIE).

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Employer for all purposes other than Industrial" means, the Secretary of the Department of Planning, Industry and Environment or the Chairperson of the Environment Protection Authority.

"EO" means Environment Officer.

"EPA" means the Environment Protection Authority (EPA).

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Industrial Agreement" means an Industrial Agreement under the *Industrial Arbitration Act* 1940 that is continued in force by the provisions of the *Industrial Relations Act* 1996.

"Memorandum of Understanding" means the document signed by the parties to this Award on 10 August 2006.

"Organisation" means the Department of Planning, Industry and Environment or the Environment Protection Authority.

"Organisation Head" means the Secretary of the Department of Planning, Industry and Environment.

or the Chairperson of the Environment Protection Authority.

"NPWS" means the NSW National Parks and Wildlife Service of the Department of Planning, Industry and Environment.

"Reporting Officer" means an employee who has direct supervisory responsibility for an employee, for performance management and reporting purposes.

"Salary Point" means a salary nominated within a Class.

"Salary Scale" means the whole set of salaries payable under this Award.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act* 2013.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers, Australia, (NSW Branch) (known as 'APESMA'), having regard to their respective coverage.

3. Memorandum of Understanding

The Memorandum of Understanding at Part C was signed by the parties to this Award on 10 August 2006 and should, where appropriate be read in conjunction with this Award.

4. Parties

4.1 The Parties to this Award are:

- (i) Industrial Relations Secretary, Secretary of the Department of Planning, Industry and Environment (DPIE) and the Chairperson of the Environment Protection Authority (EPA);
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (iii) Association of Professional Engineers, Scientists and Managers, Australia, (NSW Branch) (known as APESMA).

4.2 In this Award "the Association" or "the Union" means:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (ii) APESMA in respect of:
 - (a) Professional Engineers as defined in the rules of APESMA which, without limiting that category includes:
 - (i) Persons employed in the classification of Engineer;

- (ii) Persons performing professional engineering work; and
- (b) Existing members of APESMA to the extent that they do not come within sub-paragraph 4.2(ii)(a).

5. Salaries

- 5.1 This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries and allowances payable to employees will be in accordance with that award or any award replacing it. The rates set out in Part B, Schedule 1 of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.

6. Salary System

- 6.1 The entitlements to salary packaging for employees covered by this award will be in line with the entitlements set out in clause 5 of the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.
- 6.2 The level of assignment to a salary point within a Class will be determined by the Organisation Head or delegate, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an employee is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 6.3 Employees who possess the Higher School Certificate or equivalent will be assigned to no less than the 2nd salary point of Class 1 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.4 Any employee aged 21 years or over will be assigned to no less than the salary prescribed for Class 1 salary point 4 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.5 Movement from one salary point to another within a Class will be subject to the Organisation's Performance Management framework as agreed to by the parties.
- 6.6 Movement from Class to Class will be by way of assignment to a vacancy except in the circumstances described in paragraph 6.8.7 below.
- 6.7 Environment Officer 2-7 Classification Scale
- 6.7.1 From the date of the making of this Award roles classified as EO 2-7 on the salary scale will be filled by new graduates, as part of the Graduate Recruitment Program and will be paid in accordance with the salary scale in Table 1 below.
- 6.7.2 In limited circumstances the EO 2-7 classification may be applied for specialist roles where recruitment to such roles under a differing classification scale has proven to be unsuccessful.
- 6.7.3 The relevant salary points on the EO 2-7 are shown in Table 1 below.

Table 1

Point 1	Class 2	Salary Point 3
Point 2	Class 3	Salary Point 2
Point 3	Class 4	Salary Point 2
Point 4	Class 5	Salary Point 2
Point 5	Class 6	Salary Point 2
Point 6	Class 7	Salary Point 1
Point 7	Class 7	Salary Point 2
Point 8	Class 7	Salary Point 4

- 6.7.4 Employees with a recognised 3 year degree or qualifications deemed by the Organisation as equivalent will be assigned to point 1 on the EO 2 -7 salary scale.
- 6.7.5 Employees with a recognised 4 year degree or higher or qualifications deemed by the Organisation as equivalent will be assigned to point 2 on the EO 2-7 salary scale.
- 6.7.6 Employees on the above scale will be eligible to progress beyond Class 6 Salary Point 2 subject to:
- (i) the availability of work at the higher level in the employee's discipline/s; and
 - (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the Organisation having regard to the employee's discipline/s.
- 6.7.7 For employees on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the employee is commensurate with the Class that they currently occupy.
- 6.7.8 Progression beyond Class 7 Salary Point 4 will be by way of promotion to a vacant role.

7. Qualifications

- 7.1 The parties to this Award have agreed that qualifications are not to be used as barriers to assignments or promotion, however, where appropriate (e.g. for technical, competency and legal requirements), role descriptions will include qualifications.

8. On Call Allowance for the Communications, Engagement and Public Affairs Branch Officers and Officers of the Digital Information Office

- 8.1 A weekly allowance of \$199 per week (of 7 days) will be paid to employees of the Communications, Engagement and Public Affairs Branch and employees of the Digital Information Office who are directed to be on call.
- 8.2 The payment will cover all time outside the normal working hours that the employee is required to be available for contact and immediate response to a call.
- 8.3 Only in exceptional circumstances would the Organisation require an employee to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$28.46 per day.
- 8.4 Where the call results in the employee returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the employee will be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.
- 8.5 The allowance will compensate the employee for minor follow up work that may result from the call.
- 8.6 Where an employee is required to return to work again after the initial call out, the employee will be paid for the actual time spent attending the second and subsequent call outs.
- 8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Working Hours Including Flexible Working Hours

- 9.1 So as to ensure consistent application of the new provisions across the Organisation the commencement date for the provisions set out in this clause of the Award must be as agreed between the parties.

9.2 Ordinary Working Hours

9.2.1 Full-time ordinary working hours will be 35 hours per week, Monday to Friday.

9.3 Bandwidth

(i) Bandwidth is the period during the day when staff may record time worked and accrue flex time.

9.3.1 Standard Bandwidth

- (i) The Standard Bandwidth is 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m.
- (ii) The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (iii) This will be the bandwidth that an employee covered by this Award operates under unless their bandwidth is varied as per paragraph 9.3.2 below.

9.3.2 Varied Bandwidth

- (i) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

9.4 Coretime

(i) Coretime is the specified period during the day when employees are required to be on duty, unless on authorised leave.

9.4.1 Standard Coretime

- (i) The Standard Coretime hours will be 10:00 a.m. to 3:00 p.m. The maximum (unpaid) meal break which can be taken by an employee during Standard Coretime is 2.5 hours (as per paragraph 9.5.1 below), such that the minimum an employee must work during Coretime, exclusive of a meal break, is 3.5 hours.

9.4.2 Varied Coretime

- (i) The Standard Coretime may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

9.5 Meal Breaks

9.5.1 An employee on the Standard Bandwidth and Standard Coretime is entitled to take a meal break between the hours of 11:30 a.m. and 2:30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

9.5.2 An employee working a Variable Bandwidth and/or Coretime may take their meal break at a time agreed between the employee and their supervisor or Reporting Officer. The minimum meal break is 30 minutes and the maximum is 2.5 hours. An employee will not be required to be on duty for more than 5 hours from the time of commencement without a meal break.

9.6 Accrual and the taking of flex leave

9.6.1 Employees are able to take 14 hours i.e. two (2) flex leave days off in a settlement period, as long as they have accumulated enough hours to do so.

- 9.6.2 With prior management approval, employees may accumulate a credit balance of 14 - 35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.
- 9.6.3 Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the Award provisions.
- 9.6.4 Supervisors will have full and open 24 hour access to an employee's time sheet records and records pertaining to an employee's flex leave.
- 9.6.5 Employees may carry forward to the next settlement period, in accordance with paragraphs 9.6.1 and 9.6.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 9.6.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 9.6.7 Flex leave can be taken as either half days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 9.6.8 Employees must have prior approval before taking flex leave.
- 9.6.9 On cessation of duty Flex Credits will be dealt with in accordance with sub-clause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

10. Overtime

- 10.1 General overtime conditions of employees under this Award will be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

11. Excess Travelling Time

- 11.1 Time spent travelling within the time prescribed, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
 - (i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and
 - (ii) From one hour prior to the end of the agreed bandwidth, will be able to be claimed as 'Travelling time'.
- 11.2 Provided that travelling time will not include any period of travel between 11:00 p.m. on any one day and the start of the employee's bandwidth on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 11.3 Where organisational requirements prevent an employee taking Time in Lieu for Excess Travelling Time under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award it will be paid out on application.
- 11.4 The accrued time in lieu may be added to the employee's Accrued Flex hours under sub-clause 9.6 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the employee.

12. Irregular Shiftwork

- 12.1 From time to time the Organisation may request an irregular or infrequent shift to be performed during the period Monday to Friday.

- 12.2 Where shift work is irregular or infrequent, the Organisation will pay a shift allowance of 30% on the normal daily rate.
- 12.3 No employee, unless it is part of that employee's normal duties, or by way of mutual agreement, will be required to perform such a shift.
- 12.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, employees working an irregular shift will be paid overtime, or may opt to take time off in lieu at overtime rates for any time worked in excess of seven hours. Flex time credits cannot be accrued when working an irregular shift.
- 12.5 An employee will be eligible for an irregular shift allowance if required to commence duty outside of the hours 5:30 a.m. to 10:00 a.m., and the employee is not eligible for a regular shift allowance.
- 12.6 After an employee has worked an irregular shift, the employee must take a break of 10 hours prior to recommencing work. However, if requested by the employer because of special circumstances to recommence work without completing a 10 hour break, overtime will be paid from the time work is recommenced until such a break is taken.

13. Annual Leave Loading

- 13.1 An employee who is eligible for leave loading may elect to:
- (i) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;
 - (ii) defer their payment until the end of the relevant leave year, i.e. 30 November.

Wherever possible, payment will be made on the first pay day after 30 November.

14. Families and Field Work

- 14.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 14.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.
- 14.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor or Reporting Officer.

15. After Hours Incident Service (AHIS)

15.1 Arrangements

15.1.1 Suitably qualified and trained employees from the Environment Protection Authority will be required to perform After Hours Incident Service duties. These duties are in addition to their ordinary weekly hours of work.

15.1.2 Details of the operational arrangements and conditions relating to the Environment Protection Authority's After Hours Incident Services are set out in the relevant Procedure Guide as agreed to by the parties.

15.2 Payment

15.2.1 Payments to employees 'rostered on' the AHIS at the date of making this Award will be:

\$504.60	per week allowance - the weekly allowance incorporates the components for "inconvenience" and six incoming calls after/before ordinary hours of work;
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\$24.65 for each incoming call above six (6) during a roster - Not limited

\$154.75 per public holiday falling on a weekday; in addition to weekly allowance

Non-rostered employees contacted for advice out of ordinary hours of work will receive:

\$49.75 when contacted after/before ordinary hours of work (refer to sub-clause 9.2)

15.2.2 The parties acknowledge that the provisions in paragraph 15.2.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to being Called-Out (refer to sub-clause 15.3) for the same period.

15.2.3 These allowances will be paid on the basis of claims made by the employee and will not form part of an employee's substantive salary, and therefore do not affect the calculation of leave or superannuation.

15.3 Call-Out

15.3.1 An employee rostered on the AHIS and called out by a person/organisation so authorised by the EPA in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.

15.3.2 This rate will also apply to subsequent calls, provided that these are attended to after the three (3) hours time frame set by the original call out has elapsed.

15.3.3 Where an employee is called out he/she is entitled to a ten hour rest break before recommencing duty. The ten hour rest period will commence from when the employee finished the last call relating to the call-out or returned home from attending an emergency situation.

15.3.4 Where an employee is directed by management to resume working before completing a ten hour break the employee will be paid at overtime rates for all hours worked, until a ten hour break is taken.

15.3.5 Overtime is not payable when an employee resumes working, of his/her own accord before completing a ten hour break.

16. Out of Hours Disturbance (for After Hours Incident Services) - Supervising Officers

16.1 Supervising Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$47.40 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period. This allowance is not payable when an employee is Called-Out as in sub-clause 15.3, when overtime rates will apply as contained in that clause.

16.2 The parties acknowledge that the provisions in sub-clause 16.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to Call-Out provisions (refer to sub-clause 15.3) for the same period.

17. Declared Incidents (NSW National Parks and Wildlife Service)

- 17.1 From time to time employees may be called upon to assist in the Department's response to a declared incident in the NSW National Parks and Wildlife Service.
- 17.2 A declared incident is not the same as an after hours incident as per clause 15 of this Award. A declared incident is declared and approved by a NSW NPWS Branch Director or other suitably authorised employee of the NSW National Parks and Wildlife Service and remains in place until such time as the declaration of the incident is lifted.
- 17.3 Employees with specific skills and expertise may, at the discretion of the Deputy Secretary of the NSW National Parks and Wildlife Service or delegate, be temporarily assigned to work on a declared incident in the NSW NPWS.
- 17.4 Designated Incident Roles
- (i) Employees temporarily assigned to a designated incident role as contained in clause 29, Table 4, in the NPWS Award are entitled to receive the conditions and remunerations under the Incident Conditions provisions of the Crown Employees (Office of Environment and Heritage - National Parks and Wildlife Service) Conditions of Employment Award, or any successor instrument to that Award.
- 17.5 Assignment to non-designated incident support roles
- 17.5.1 In special circumstances an employee may, at the discretion of the Chief Executive or their delegate, be assigned to specific support roles that are not a designated incident role as contained in sub-clause 17.4 but are associated with a declared incident.
- 17.5.2 Employees assigned to these roles will be paid their normal salary rate for the ordinary hours worked with overtime rates payable beyond the employee's agreed bandwidth for the duration of the declared incident or until they return to normal duties.

18. Study Assistance

- 18.1 The Organisation will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 18.2 Employees are entitled to apply for study time and study leave in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.
- 18.3 The following costs associated with courses:
- (i) Higher Education Contribution Scheme Help fees; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees;
- will be reimbursed by the Organisation in accordance with the guidelines following.
- 18.4 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and

- (i) is their first qualification as an employee of the Organisation will be: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head; or
 - (ii) is their second or successive qualification as an employee of the Organisation: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head.
- 18.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 18.4(i) or \$12,000 in respect of paragraph 18.4(ii), where other requirements have been met as in sub-clause 18.7 below.
- 18.6 At the discretion of the Organisation Head and where the Organisation Head determines that it is in the interests of the Organisation, approval may be given for a maximum of eight annual approvals as set out in sub-clause 18.5 above.
- 18.7 To be eligible to receive a refund, an employee must:
- (i) have been employed in the Organisation prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 18.8 Employees who have received prior approval for study assistance for a particular course, or qualification under either the former OEH policies that existed prior to the implementation of this Award, will continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new application for another course of study will be dealt with under the provisions of this Award.
- 18.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 18.4(i) any subsequent application for study assistance will be treated as a second application under paragraph 18.4 (ii).
- 18.10 The costs associated with courses as outlined in sub-clauses 18.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties will seek to resolve any increase in the listed amounts in paragraphs 18.4(i) and 18.4(ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

19. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 19.1 The entitlement to salary package in accordance with this clause is available to:
- (i) ongoing full-time and part-time employees;
 - (ii) temporary employees, subject to the Organisation's convenience; and
 - (iii) casual employees, subject to the Organisation's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause 19.7.
- 19.2 For the purposes of this clause:
- "salary" means the salary or rate of pay prescribed for the employee's classification by sub-clause 6.7 or Part B, Monetary Rates, Schedule 1 - Salaries, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"post-compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 19.3 By mutual agreement with the Organisation Head, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Secretary; and
 - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 19.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 19.5 The agreement will be known as a Salary Packaging Agreement.
- 19.6 Except in accordance with sub-clause 19.7, a Salary Packaging Agreement must be recorded in writing and will be for a period of time as mutually agreed between the employee and the Organisation Head at the time of signing the Salary Packaging Agreement.
- 19.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the Organisation is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Organisation's agreement, paid into another complying superannuation fund.
- 19.8 Where the employee makes an election-to salary sacrifice, the Organisation will pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 19.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*;

the Organisation must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 19.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause 19.9 of this clause, the Organisation must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Organisation may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

19.11 Where the employee makes an election to salary package:

- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, will be calculated by reference to the rate of pay which would have applied to the employee under sub-clause 6.8 or Schedule 1 of this Award if the Salary Packaging Agreement had not been entered into.

19.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations will apply to any existing or future Salary Packaging Agreement from date of such variation.

19.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations will apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

20. No Extra Claims

20.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2021) Award will apply to employees covered by this Award.

21. Union Delegates Rights and Obligations

21.1 An employee elected as a Union representative will, upon written notification by the Union to the Organisation, be recognised as an accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and to consult with management on matters affecting the employees they represent. Such consultations should be arranged for times that are convenient to both parties.

21.2 Union delegates will inform their Reporting Officer of the need to absent themselves from their workplace and will arrange a mutually acceptable time to attend to their Union duties.

21.3 Accredited union delegates should recognise the need to balance their absence from the job on Union business with the requirements for acceptable work performance.

21.4 The Organisation will provide access to the facilities and office equipment needed by union delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.

22. Industrial Grievance Procedure

22.1 General

22.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

22.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.

22.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Organisation may be represented by an industrial organisation of employers, and the employees of the Organisation may be represented by an industrial organisation of employees.

22.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Organisation Head or delegate.

22.2 Steps to Resolve Industrial Grievances or Disputes

When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union representative, if so desired.

Step 2. If, after a week since the matter was discussed with the Union representative and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the matter with the Union representative and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union representative and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Industrial Relations Team (DPIE) and a Union representative and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the Organisation and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 23.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 23.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

23.4 Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) offering or providing junior rates of pay to persons under 21 years of age;
- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

23.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

23.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

23.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

24. Deduction of Union Membership Fees

24.1 The unions party to this Award will provide the Organisation with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.

24.2 Each union will advise the Organisation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable will be provided to the Organisation at least one month in advance of the variation taking effect.

24.3 Subject to sub-clauses 24.1 and 24.2 above, the Organisation will deduct union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the union's rules, provided that the employee has authorised the Organisation to make such deductions.

24.4 Monies so deducted from the employee's pay will be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

24.5 Unless other arrangements are agreed by the Organisation and the respective unions, all union membership fees will be deducted on a fortnightly basis.

24.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

25. Area, Incidence and Duration

25.1 This Award will apply to employees in relevant parts of the Department of Planning, Industry and Environment and the Environment Protection Authority.

This Award will not apply to employees:

- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
- (ii) employed in the Public Service Senior Executive (PSSE); or

- (iii) employed in the NSW National Parks and Wildlife Service of DPIE including employees whose current conditions and entitlements are determined by the Crown Employees (Department of Planning Industry and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2021 Award or any successor instrument to that Award and employees whose current conditions and entitlements are determined by the NSW National Parks and Wildlife Service Flight Operations Enterprise Agreement 2019 or any successor instrument to that Agreement; and
 - (iv) employed in the Botanic Gardens or the Greater Sydney Parklands.
- 25.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Office of Environment and Heritage and the Environment Protection Authority) General Award 2018 published 21 February 2020 (386 I.G. 674), as varied.
- 25.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 November 2021
- 25.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.
- 25.5 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009, or any successor instrument to that Award, apply to employees covered by this Award.

PART B

MONETARY RATES

Schedule 1 - Salaries

Environment Officers - Department of Planning, Industry and Environment and the Environment Protection Authority	
Classification	2.04 % increase effective from the first full pay period on or after 1.7.2021 Per Annum \$
Class 1	
1	39,098
2	47,233
3	51,843
4	55,013
5	57,447
6	60,580
7	66,942
Class 2	
1	66,942
2	68,910
3	70,738
4	73,380
Class 3	
1	70,738
2	73,380
3	77,050
4	79,369
Class 4	
1	77,050

2	79,369
3	82,666
4	85,913
Class 5	
1	82,666
2	85,913
3	89,194
4	91,939
Class 6	
1	89,194
2	91,939
3	95,516
4	98,419
Class 7	
1	95,516
2	98,419
3	101,396
4	105,532
Class 8	
1	101,396
2	105,532
3	108,841
4	114,396
Class 9	
1	108,841
2	114,396
3	117,684
4	121,247
Class 10	
1	117,684
2	121,247
3	126,084
4	129,780
Class 11	
1	126,084
2	129,780
3	133,665
4	138,953
Class 12	
1	133,665
2	138,953
3	143,615
4	146,698
Class 13	
1	143,615
2	146,698
3	151,563
4	153,830
Class 14	
1	151,563
2	153,830
3	160,955
4	168,085
Class 15	
1	160,955
2	168,085

3	175,212
4	182,333
Other Rates and Allowances Brief Description	
AHIS weekly allowance: Inconvenience and six incoming calls after/before normal working hours	504.60
For each call above six incoming calls in an AHIS roster period; not limited	24.65
Extra per public holiday falling on a weekday	154.75
Out of hours disturbance (AHIS Supervising Officers)	49.75

PART C

MEMORANDUM OF UNDERSTANDING

PARTIES

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch) ("the unions").

1. Introduction

1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.

1.2 This Memorandum will be implemented through two awards -

The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and

The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.

1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the *Public Employment and Management Act 2002*.

1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.

1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative

- 1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.
- 1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.
- 1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.
- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.
The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non-Award

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.
- 2.2 Culture and Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.
 - (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
 - (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
 - (c) The parties agree that all other staff currently employed within the Culture and Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions affected by subclause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
 - (d) The parties agree that all staff transferred from the Culture and Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.

- 2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards.
- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
 - (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an. increment that would take them past their previous personal salary.
 - (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
 - (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.
- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a
- review of the operation of competency standards as currently applied in respect of rangers.
- review of roles of Senior Rangers.
- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.
- 2.5 Review of Remote Areas Allowance: The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.

- 3.4 Pattern of Hours Worked and Flexitime: (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;
- (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7.30 a.m. and ceasing at 6.00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;
- (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.
- 3.5 Incident Conditions: (a) the Parties Agree to Include Within the New the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a Clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award.

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
 - (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth
 - (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Sector Salaries 2021) Award since 1997.
 - (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.
- 3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;
- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
 - (b) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.
- 3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:
- "The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, e.g. for technical competency and legal requirements; position descriptors will include qualifications."

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
 - Higher Education Contribution Help scheme Fee; or
 - TAFE compulsory fees; or
 - Compulsory post-graduate fees; or

Compulsory full fee paying course fees

will be reimbursed by the Department in accordance with the guidelines following.

- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
 - (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
 - (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.
- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of sub-clause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
 - (a) under this clause or similar clause/policy of a related entity, and
 - (b) commenced the approved course/subject under the award or policy at the time, and
 - (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.

- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv)(a) and (b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

DEC General as Part of Current EPA Flexitime Clause BGT Determination and DEC (PWD) Clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7-day roster workers.

- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.

A. Flexitime

- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
- (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
- (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with (i) and (ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexi days can be taken as either half days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES NURSES' (STATE) AWARD 2023

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9856	31 October 2024	01 July 2024	396	1095

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	General Conditions of Employment
4.	Salary Rates
5.	Overtime
6.	Penalty Payments for Shift Work and Weekend Work
7.	Public Holidays
8.	Annual Leave
9.	Grading of Nurse/Midwife Manager
10.	Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Personal Carer's Leave
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings Clause
16.	Career Break Scheme
17.	Commitments During the Life of this Award

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined will have the respective meanings assigned to them:

The "Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) of 50 O'Dea Avenue, Waterloo, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years and be paid this deferred salary in the fifth year.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of the shift system.

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the Ministry of Health or in a Public Service agency as per Schedule 1 of the *Government Sector Employment Act 2013* (NSW) where the Secretary, Ministry of Health is the head of Agency.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Government Sector Employment Act 2013*, is a reference to the Secretary, Ministry of Health.

Registered Nurse/Midwife, Nurse/Midwife Educator, Nurse/Midwife Manager, Nursing/Midwifery Unit Manager, Clinical Nurse/Midwife Educator, Clinical Nurse/Midwife Specialist, Clinical Nurse/Midwife Consultant and Nurse/Midwife Practitioner will all have the same meaning as defined in the Public Health System Nurses' and Midwives' (State) Award 2023.

"Shift Worker" means a worker who is not a day worker as defined.

3. General Conditions of Employment

Except as otherwise provided in this award:

- (a) Employees will be entitled to, and will observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 of the *Government Sector Employment Act 2013* (NSW), together with the Government Sector Employment Regulation 2014 (NSW), the Government Sector Employment (General) Rules 2014 (NSW), the Public Service Industrial Relations Guide, as amended from time to time, and/or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.

4. Salary Rates

The minimum salaries per week to be paid to employees will be as set out in Table 1 - Salaries of Part B, Monetary Rates.

5. Overtime

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) the risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;

- (iii) the needs of the facility;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (d) This clause will not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime will be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime will be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays will be paid at the rate of double time and on public holidays at the rate of double time and one half.

6. Penalty Payments for Shift Work and Weekend Work

- (a) This clause will not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays will be paid for all time other than overtime worked at the following prescribed penalty:
 - (i)
 - (1) On afternoon shift, commencing at or after 10.00 a.m. and before 1.00 p.m. at the rate of ten per cent extra.
 - (2) On afternoon shift, commencing at or after 1.00 p.m. and before 4.00 p.m. at the rate of 12½ per cent extra.
 - (3) On night shift, commencing at or after 4.00 p.m. and before 4.00 a.m. at the rate of 15 per cent extra.
 - (4) On night shift, commencing at or after 4.00 a.m. and before 6.00 a.m. at the rate of ten per cent extra.
 - (ii)
 - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
 - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
 - (3) Provided that these weekend rates in this subclause will be in substitution for and not cumulative upon the shift penalties prescribed in paragraph (i) of this clause.
 - (iii) Between midnight to the following midnight on a public holiday at the rate of halftime extra in substitution for and not cumulative upon the shift premiums prescribed in paragraph (i) and (ii) of this clause.

7. Public Holidays

- (a) Public holidays will be allowed to employees on full pay. An employee who is required to and does work on a public holiday will be paid for the time actually worked at the rate of time and one half in

addition to his/her ordinary weekly rate. Such payment will be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.

- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she will be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

8. Annual Leave

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time:
 - (i) the provisions of clause 7, Public Holidays; or
 - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time, will not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees' annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.

9. Grading of Nurse/Midwife Manager

Grading provisions of the Public Health System Nurses' and Midwives' (State) Award 2023 apply to all positions of Nurse/Midwife Manager covered by this award.

10. Dispute Resolution Procedures

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter

mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.

- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
 - (i) immediately before the issue arose; or
 - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

11. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- (b) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:
"Nothing in this Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

12. Personal Carer's Leave

The provisions of clause 81, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time, will apply.

13. Area, Incidence and Duration

- (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the *Government Sector Employment Act 2013* (NSW), as amended from time to time, where the Secretary, Ministry of Health is the Agency Head.
- (b) This Award rescinds and replaces the Crown Employees Nurses' (State) Award 2022 published 12 May 2023 (394 I.G. 624) and all variations thereof.
- (c) This Award commences on and from 1 July 2023. It will remain in force until 30 June 2025.
- (d) The increases shown in Schedule A commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2023 and 1 July 2024, respectively.

14. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* (NSW), there must be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

15. Savings Clause

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

16. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty per cent of their, salary for four years and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their nominal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The Ministry of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year.

- (v) The Ministry of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The Ministry of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the Ministry of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer and will be paid all monies in the account.

- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the Ministry of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the Ministry of Health in positions covered by the Award. However, this does not prevent work in the Ministry of Health in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive Ministry of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

17. Commitments During the Life of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
 - (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post-Acute Care;
 - (b) improved Severe Chronic Disease Management (SCDM);
 - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - (d) enhanced Healthcare Associated Infections (HAI) control;
 - (e) improved clinical hand-over procedures;
 - (f) reduction in medication errors;
 - (g) increased utilisation of Tele health, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - (h) improved Nursing/Midwifery Unit Manager capabilities;
 - (i) improved Drug & Alcohol Consultation liaison;
 - (j) improved Management of Patient Deterioration;
 - (k) management of ambulatory care sensitive conditions;
 - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.

- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - (f) operationalising Supervision for Safety principles within existing staffing.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rates for FFPPCOOA 01/07/2023 Per week	Rates for FFPPCOOA 01/07/2024 Per week
Registered Nurse/Midwife		
1st Year	1342.50	1382.80
2nd Year	1415.30	1457.80
3rd Year	1488.40	1533.10
4th Year	1566.80	1613.80
5th Year	1644.60	1693.90
6th Year	1722.00	1773.70
7th Year	1810.50	1864.80
8th Year and Thereafter	1884.90	1941.40
Clinical Nurse/Midwife Specialist		
Grade 1 - 1st Year and Thereafter	1961.50	2020.30
Grade 2 - 1st Year	2107.10	2170.30
Grade 2 - 2nd Year and Thereafter	2176.30	2241.60
Clinical Nurse/Midwife Consultant		
Grade 1 - 1st Year	2357.90	2428.60
Grade 1 - 2nd Year and Thereafter	2406.10	2478.30
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Clinical Nurse/Midwife Educator		
1st Year	2040.90	2102.10
2nd Year and Thereafter	2107.10	2170.30
Nurse/Midwife Educator		
4th Year as at 1/7/08	2412.10	2484.50
Grade 1 - 1st Year	2292.50	2361.30

Grade 1 - 2nd Year and Thereafter	2357.90	2428.60
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Nurse/Midwife Practitioner		
1st Year	2598.60	2676.60
2nd Year	2646.90	2726.30
3rd Year	2714.50	2795.90
4th Year and Thereafter	2782.40	2865.90
Nursing/Midwifery Unit Manager		
Level 1	2364.80	2435.70
Level 2	2476.80	2551.10
Level 3	2543.40	2619.70
Nurse/Midwife Manager		
Grade 1 - 1st Year	2357.90	2428.60
Grade 1 - 2nd Year and Thereafter	2406.10	2478.30
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Grade 4 - 1st Year	2743.00	2825.30
Grade 4 - 2nd Year and Thereafter	2791.20	2874.90
Grade 5 - 1st Year	2886.70	2973.30
Grade 5 - 2nd Year and Thereafter	2935.60	3023.70
Grade 6 - 1st Year	3031.80	3122.80
Grade 6 - 2nd Year and Thereafter	3080.40	3172.80
Grade 7 - 1st Year	3271.90	3370.10
Grade 7 - 2nd Year and Thereafter	3320.70	3420.30
Grade 8 - 1st Year	3513.30	3618.70
Grade 8 - 2nd Year and Thereafter	3561.20	3668.00
Grade 9 - 1st Year	3753.50	3866.10
Grade 9 - 2nd Year and Thereafter	3801.90	3916.00

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LOCAL GOVERNMENT (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 108603 of 2025)

Before Senior Commissioner Constant

3 April 2025

VARIATION

1. Delete the word 'Active' in paragraph (a) of subclause (i) of clause 16, Superannuation and Related Arrangements, of the Award published 7 July 2023 (394 I.G. 658) and insert in lieu the word 'Vision' to read as follows:
 - (a) Subject to the provisions of the *Industrial Relations Act* 1996 (NSW), the employer shall make superannuation contributions to Vision Super and not to any other superannuation fund.
2. Delete the words 'Local Government Superannuation Scheme' in subparagraph vi of subclause (ii)(a) of clause 16, Superannuation and Related Arrangements and insert in lieu thereof the words 'Vision Super Fund' to read as follows:
 - vi. *Superannuation Fund* means the Vision Super Fund.
3. Delete Clause 17(vi)(a) Tool Allowance and Clause 17(vi)(d) Insurance Value in Table 2 Allowances of Part B, and insert in lieu thereof the following:

MONETARY RATES – TABLE 2 ALLOWANCES

Clause 17(vi)(a) Tool Allowances			
Bricklayer	25.30 p.w. from first pay period 24/11/2023 27.10 p.w.	27.10p.w. from the first pay period 03/04/2025 28.10p.w.	28.10p.w.
Carpenter & Plumber	35.40 p.w. from first pay period 24/11/2023 38.00 p.w.	38.00 p.w. from the first pay period 03/04/2025 39.40p.w.	39.40p.w.
Metal & Mechanical Trades	35.40 p.w. from first pay period 24/11/2023 38.00 p.w.	38.00 p.w. from the first pay period 03/04/2025 39.40p.w.	39.40p.w.
Painter & Signwriter	8.70 p.w. from first pay period 24/11/2023 9.30 p.w.	9.30 p.w. from the first pay period 03/04/2025 9.70p.w.	9.70p.w.

Plasterer	35.40 p.w. from first pay period 24/11/2023 38.00 p.w.	38.00 p.w. from the first pay period 03/04/2025 39.40p.w.	39.40p.w.
Clause 17(vi)(d) Insurance Value	2049.00 p.a. from first pay period 24/11/2023 2199.00 pa.a	2199.00 p.a. from the first pay period 03/04/2025 2283.00p.a.	2283.00 p.a.

4. This Award will take effect from 3 April 2025 and will remain in force for the same duration as the *Local Government (State) Award 2023* (394 I.G. 658)

N. CONSTANT, *Senior Commissioner*

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ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 68342 of 2025)

Before President Taylor

12 March 2025

VARIATION

1. Delete the definition of "Chief Executive" in paragraph (a) of subclause 3.1 of clause 3, Definitions, of the award published 20 March 2020 (387 I.G. 318) and reprinted 24 November 2023 (395 I.G. 1303).
2. Delete clause 4, Area, Incidence and Duration and insert in lieu thereof the following:

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
 - 4.2 This Award shall commence from 1 July 2019, and shall have a nominal expiry date of 30 June 2021. This Award remains in force until varied or rescinded, the period of which it was made already having expired.
 - 4.3 This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2017 published 9 February 2018 (382 I.G. 538).
 - 4.4 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.
3. Delete Clause 5, No Extra Claims and insert in lieu thereof the following:

5. No Extra Claims

- 5.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996 there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2025 unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 5.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 30 June 2025.
- 5.3 The parties to this Award acknowledge that the intention of subclause 5.2 is to facilitate discussions prior to 30 June 2025.
- 5.4 The terms of clause 5.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 5.5 Variations made with the agreement of the parties are not prohibited by this clause.

4. Delete subclause 6.1 of clause 6, Anti-Discrimination and insert in lieu thereof the following:
 - 6.1 It is the intention of the Parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer and any other ground provided for in the *Anti-Discrimination Act* 1977 (NSW) or applicable Commonwealth anti-discrimination legislation.
5. Delete paragraph 23.1(a) of clause 23, Rates of Pay, and insert in lieu thereof the following:
 - (a) 3.5% from the first full pay period to commence on or after 1 July 2024.
6. Delete subclause 28.4 of clause 28, Payment For Time Spent Travelling (excluding Distant Work), and insert in lieu thereof the following:
 - 28.4 Where employees are required by RMS/Transport to start or finish work at a worksite or alternate depot (which is not their designated depot in accordance with clause 28.1) and they travel directly to or from their home to that location, the time taken to travel directly from or return to an employee's home in excess of 10 minutes each way on each occasion will be paid as time worked including at overtime rates where applicable in accordance with the Award. Any travel time in excess of 10 minutes each way on each occasion will be recorded as time worked.
7. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

PAY RATES AND ALLOWANCES

MONETARY RATES

Table 1 - Rates of Pay, Non-Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1 July 2024 and inclusive of 3.50 % increase
		\$	\$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1231.90	1275.00
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1265.00	1309.30
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1298.10	1343.50
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1331.40	1378.00
5	Bridge Worker Grade 5 Technician's Assistant Grade 2	1364.90	1412.70

	Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller		
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator	1398.00	1446.90
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1431.70	1481.80
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1464.70	1516.00
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1498.10	1550.50
10		1531.20	1584.80
11		1564.40	1619.20
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1597.90	1653.80

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-2024 and inclusive of 3.5% increase
		\$	\$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1341.20	1388.10
2	Plasterer Grade 1	1363.50	1411.20
3	Mechanical Trades Grade 1 Fitter Grade 1	1370.40	1418.40
4	Painter Grade 2	1374.40	1422.50
5	Signwriter Grade 1	1361.60	1429.40
6	Metal Fabricator Grade 1 Plumber Grade 1	1364.70	1432.60
7	Shipwright Grade 1	1396.30	1445.20

8	Painter Grade 3 Traffic Facilities Painter Grade 2	1408.20	1457.50
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1409.60	1458.90
10	Electrician Grade 1	1439.60	1490.00
11	Painter Grade 4 Traffic facilities Painter Grade 3	1441.50	1492.00
12	Mechanical Trades Grade 2 Fitter Grade 2	1444.10	1494.60
13	Signwriter Grade 2	1450.00	1500.80
14	Metal Fabricator Grade 2 Plumber Grade 2	1453.60	1504.50
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1480.20	1532.00
16	Signwriter Grade 3	1484.50	1536.50
17	Electrician Grade 2	1511.50	1564.40
18	Construction Carpenter Grade 3	1515.40	1568.40
19	Mechanical Trades Grade 3 Fitter Grade 3	1516.70	1569.80
20	Plumber Grade 3	1522.90	1576.20
21		1564.40	1619.20
22	Electrician Grade 3	1583.10	1638.50
23		1588.80	1644.40
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1597.90	1653.80
25	Electrician (Team Leader)	1655.10	1713.00

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-2024 and inclusive of 3.5% increase
	\$	\$
Tradesperson		
Plant Mechanic	1479.50	\$1,531.30
Boilermaker	1479.50	\$1,531.30
Carpenter	1479.50	\$1,531.30
Painter	1479.50	\$1,531.30
Electrical Fitter	1505.90	\$1,558.60
Plant Operator		
Mobile Crane Operator	1331.00	\$1,377.60
General		
Storeman	1307.50	\$1,353.30
Cleaner	1313.40	\$1,359.40
Labour (Fitter/Plant Mechanic)	1283.00	\$1,327.90
General Labour	1273.10	\$1,317.70
Labourer (Testing Laboratory)	1273.10	\$1,317.70

Labourer Junior Male (19/21 years)	1143.10	\$1,183.10
Labourer Hammer & Drill	1298.80	\$1,344.30
Labourer (Proline Borer or Benkleman Beam)	1321.20	\$1,367.40
Apprentice - School Certificate		
Year 1	785.10	\$812.60
Year 2	947.80	\$981.00
Year 3	1110.20	\$1,149.10
Year 4	1273.10	\$1,317.70
Apprentice -Higher School Certificate		
Level		
Year 1	947.80	\$981.00
Year 2	1110.20	\$1,149.10
Year 3	1273.10	\$1,317.70
Year 4	1435.40	\$1,485.60

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-2024 and inclusive of 3.5% increase
		\$	\$
1	Apprentice 1st Year Painter/Decorator Signwriter	600.40	621.40
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	610.90	632.30
3	Apprentice 1st Year Bricklayer Civil Construction	618.80	640.50
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	629.90	651.90
5	Apprentice 1st Year Carpenter/Joiner Shipwright	656.00	679.00
6	Apprentice 1st Year Bridge & Wharf Carpenter	669.60	693.00
7	Apprentice 2nd Year Painter/Decorator Signwriter	778.20	805.40
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	788.50	816.10
9	Apprentice 2nd Year Bricklayer Civil Construction	796.20	824.10

10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	807.50	835.80
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	834.00	863.20
12	Apprentice 2nd Year Bridge & Wharf Carpenter	847.30	877.00
13	Apprentice 3rd Year Painter/Decorator Signwriter	987.70	1022.30
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	998.30	1033.20
15	Apprentice 3rd Year Bricklayer Civil Construction	1005.60	1040.80
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	1017.10	1052.70
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	1042.70	1079.20
18	Apprentice 3rd Year Bridge & Wharf Carpenter	1056.20	1093.20
19	Apprentice 4th Year Painter/Decorator Signwriter	1132.90	1172.60
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1143.50	1183.50
21	Apprentice 4th Year Bricklayer Civil Construction	1151.10	1191.40
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	1162.90	1203.60

23	Apprentice 4th Year Carpenter/Joiner Shipwright	1188.70	1230.30
24	Apprentice 4th Year Bridge & Wharf Carpenter	1201.40	1243.40

Table 5 – Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award		
*	To be updated in accordance with the NSW Treasury Circulars		
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award		
Clause	Description	Current Rates	Rates effective from the first full pay period on or after 1 July 2024 and inclusive of relevant increase
		\$	\$
Other Rates			
24.1	Sydney Harbour Bridge Allowance Sydney Harbour Bridge Maintenance Staff	244.90	253.50
24.5	Lead Paint Removal Allowance (per hour)	2.90	3.00
24.6	Asbestos Materials Tradespersons	1.20	1.24
24.7	Asbestos Eradication Tradespersons	3.20	3.31
24.3	Asphalt Plant Repairs Tradespersons	1.20	1.24
24.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment	3.05 12.20	3.15 12.60
	3.36m wide or 21.34m long or 4.58m high minimum payment	5.68 22.70	5.88 23.50
20.13 & 20.14	Meal Allowance		
(a)	First meal	18.20	^
(b)	Subsequent meal	15.70	^
27.2(b)	Fares		
	per week	12.00	12.00
	per day	2.40	2.40
27.3	Travelling Allowance		
	3 but not more than 10 km	4.20	4.35
	More than 10 but not more than 20km	8.30	8.60
	More than 20 km but not more than 30km	12.40	12.85
	More than 30km but not more than 40km	16.50	17.15
	More than 40km but not more than 50km	20.70	21.50
	More than 50km but not more than 60km	24.80	25.75
	More than 60km but not more than 70km	29.00	30.10
	More than 70km but not more than 80km	33.00	34.25
	More than 80kms but more than 90km	37.20	38.60
	More than 90km but not more than 100km	41.30	42.55
29	Distant Work		
	Board & Lodging	875.00	1013.95*
	Broken parts of week where camp not provided	125.00	144.85*
	Breakfast	26.80	30.35*
	Lunch	30.60	34.65*
	Dinner	52.70	59.75*
	Incidentals	8.00	8.00
	Casual Rate	0.3121/km*	0.35/km*

	Official Business Rate*	0.78/km	0.88/km
Other Conditions			
24.4	First Aid Allowance	4.25	4.40
31.1(c)	Insuring Tools Reimbursement for Loss	2049.00	2199.00

8. This variation will take effect from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR, *President*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

15 April 2025

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 21 April 2025 and 18 May 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.09
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.11
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.16
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.16
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.16
Rigid-carrying capacity over 14 tonnes or more	\$0.21
Single Axle Prime Mover	\$0.21
Bogie Axle Prime Mover	\$0.25

For pay periods commencing between 17 March 2025 and 20 April 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.09
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.11
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.17
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.17
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.17
Rigid-carrying capacity over 14 tonnes or more	\$0.21
Single Axle Prime Mover	\$0.22
Bogie Axle Prime Mover	\$0.26

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 21 April 2025 and 18 May 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.24
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.24
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.24
Rigid-carrying capacity over 14 tonnes or more	\$2.87
Single Axle Prime Mover	\$2.88
Bogie Axle Prime Mover	\$3.50

For pay periods commencing between 17 March 2025 and 20 April 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.34
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.34
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.34
Rigid-carrying capacity over 14 tonnes or more	\$3.00
Single Axle Prime Mover	\$3.01
Bogie Axle Prime Mover	\$3.66

3. This variation will take effect on 21 April 2025.

J. McDONALD, *Commissioner*

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