



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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(1805)

SERIAL C9457

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 167238 of 2021)

Before Commissioner Sloan

5 October 2021

REVIEWED AWARD**PART A****1. Arrangement**

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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

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 Hosiery Allowance: An allowance will be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.
- 11.3 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.
- 11.4 Incidental Allowance: The annualised salary package contained in Part B, Schedule 1, Annualised Salary Package, of this Award, incorporates an Incidental Allowance
- 11.5 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.

SCHEDULE 2**Other Allowances**

2.1	Hosiery	\$240.00 per annum	Subclause 11.2
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D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 128167 of 2021)

Before Commissioner Sloan

23 September 2021

REVIEWED AWARD

PART A

Clause No.	Subject Matter
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PART B

MONETARY RATES

Table 1 - Classification Schedules

1. Title

This award will be known as the Crown Employees (Department of Finance, Services and Innovation) Award 2015.

2. Definitions

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

"Department" means the Department of Customer Service, the Department of Planning, Industry and Environment and Department of Regional NSW, as specified in Schedule 1 of the *Government Sector Employment Act* 2013.

"Secretary" means the Secretary of the Department of Customer Service, of the Department of Planning, Industry and Environment or of the Department of Regional NSW.

"Industrial Relations Secretary " means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employee.

"Employee" refers to people employed in the relevant Department who are paid by salary. These terms exclude those employed in the Senior Executive Service and Ministerial (Wages) Staff.

"Salary" excludes the employer's contribution to superannuation. Salary may take the form of a salary package including non-monetary compensation.

"Salary Point" means a salary nominated within a grade or level.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) or Professionals Australia (NSW Branch) (PA) having regard to their respective coverage.

3. Parties to the Award

The parties to this award are the Industrial Relations Secretary, the Department of Customer Service, the Department of Planning, Industry and Environment, Department of Regional NSW, the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) and Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) known as "Professionals Australia".

4. Classifications and Salaries

- (1) The classifications are set out in Table 1 of Part B, Monetary Rates, of this award.
- (2) The corresponding salary rates are set out in the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement award.
- (3) The salaries of employees employed are adjusted to the appropriate scale prescribed by the award on the basis of years of service in role or grade.
- (4) In calculating years of service for the purpose of this award the following periods are not taken into account:
 - (a) Any period during which an increment is refused in accordance with clause 14, Increments, of the Government Sector Employment Regulation 2014;
 - (b) Any leave of absence without pay exceeding five days in any incremental year;
 - (c) Any period necessary to give full effect to a reduction in salary imposed under section 68 Unsatisfactory performance of government sector employees and section 69, Misconduct - Public Service and other prescribed government sector employees of the *Government Sector Employment Act 2013*.

5. Leave Loading Included in Salary

In accordance with the arrangement commencing 1 December 1995 in the former Department of Public Works and Services, the classifications salary rates referred to in this award include an additional 1.35% payment in lieu of a recreation leave loading.

6. Saving of Rights

At the time of making of this award, no employee covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in their conditions of employment as a consequence of the making of this Award. This clause is not intended to give rise to further claim.

7. Conditions of Employment

The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2021) Award* or any awards replacing these awards.

8. Private Use of Business Vehicles

Employees, subject to availability of motor vehicles and Management approval, may use departmental vehicles for private purposes. Such employees can negotiate to include private use of a vehicle in a salary package.

Private use of vehicles is determined by business need, not remuneration level, and all vehicles must be fully available for business use during normal working hours.

Salary packaging is not compulsory, and vehicles remain the property of the relevant Department. Costs and payments are to be the same as those applying to the Senior Executive Service, as applied from time to time.

The arrangements set out in this clause do not promote or allow casual and short-term use of departmental vehicles for private use.

9. Career Development

The Department is committed to the ongoing learning and development of its employees. Employees will be provided with equitable opportunities for career and professional development.

It is recognised that training and development will not be limited to internal and external training courses and may include employee exchange programs, secondments, attendance at conferences, seminars or short-term study courses that have been approved by the Department for the employee to attend. The Department will continue to meet the cost of such training and development initiatives.

The *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* provisions for Study Assistance and Staff Development and Training Activities will apply to employees with the following additional provisions:

The Department will make reasonable contributions towards compulsory fees (tuition fees or course changes, other than the Higher Education Contribution Surcharge), where the Deputy Secretaries, Divisional Directors or Group General Managers approve payments because they are justified by the relevance of studies to the current and future skills requirements of the Department.

Study leave will be granted for post-graduate studies directly related to the Department's core business, at the discretion of the Secretary.

10. Child Care

The Department will continue to sponsor child care places in the Family Day Care Scheme throughout New South Wales for those employees under this award who were employed by the former DFSI. Family Day Care provides small group care in a family environment and caters for children aged up to 12.

11. Tailored Benefits for Relocation

- (1) A package will provide tailored benefits for staff required to relocate. The benefits will be equal to, or better than, the current provisions of the *Crown Employees (Transferred Employees Compensation) Award*.
- (2) A package of variable, individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff required to relocate their residence as a

consequence of promotion, transfer (for other than disciplinary reasons) or exchange to a new work location.

- (3) The scope of the package will be defined prior to time of acceptance of the new position and will include:
 - (a) Reimbursement of up to 100% of relocation expenses associated directly with the transfer or promotion
 - (b) Reimbursement of up to 100% for temporary accommodation and/or excess rental costs up to a period of 6 months
 - (c) Payment of a relocation allowance of up to \$5,000.00 (dependent on individual circumstances) to compensate for items not directly recoverable.
- (4) These provisions are available to all staff, subject to negotiation and approval on an individual basis.

12. Grievance and Dispute Handling Procedures

- (1) All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) The employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) 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 Secretary or delegate.
- (4) The immediate manager, or other appropriate officer, will convene a meeting to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (6) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (7) If the matter remains unresolved, the Secretary will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (8) The employee, at any stage, may request to be represented by their Union.
- (9) The employee or the Union on their behalf, or the Secretary may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The employee, Unions, Department and Industrial Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties or, in the case involving Work Health and Safety, if practicable, normal work will

proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

13. Consultative Arrangements

The Consultative Arrangements for the Department are governed by the Consultative Committee Terms of Reference and Memorandum of Understanding.

14. Anti-Discrimination

- (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 or domestic status, disability, homosexuality, transgender identity, HIV/AIDS infected, age and responsibilities as a carer.
- (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.
- (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.
- (4) Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (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.
 - (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 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."

15. Area, Incidence and Duration

- (1) This award applies to employees of the relevant Department in the classifications listed in Table 1 of Part B, Monetary Rates, excluding those employed in NSW Fair Trading, Lands and Property Information, Office of State Revenue, Waste Assets Management Corporation and Government Property NSW.
- (2) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Award 2015 published 25 October 2019 (385 I.G. 482), as varied.

The changes made to the award as part of 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 24 September 2021.

- (3) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G. 149) have been incorporated into this award as part of the review.
- (4) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Classification Schedules

Salary Rates aligning to the classifications set out below can be found in the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement award.

PROFESSIONAL STAFF

Grade	Year
General Scale	1
General Scale	HSC 19 yrs
General Scale	2 or age 20
General Scale	3 or age 21
General Scale	4
General Scale	5
General Scale	6
General Scale	7
General Scale	8
General Scale	9
General Scale	10
General Scale	11
General Scale	12
General Scale	13
1	1 2 3 4 5
2	1 2 3 4
3	1 2 3 4
4	1 2 3

SENIOR PROFESSIONAL STAFF

Level	Year
Senior 1	1
	2
Senior 2	1
	2
Senior 3	1
	2

PROJECT STAFF

Grade	Year
1	1
	2
2	1
	2
3	1
	2
4	1

CLERICAL STAFF

Grade	Year
General Scale	1
General Scale	HSC 19 yrs
General Scale	2 or age 20
General Scale	3 or age 21
General Scale	4
General Scale	5
General Scale	6
General Scale	7
General Scale	8
General Scale	9
General Scale	10
*Personal	
1	1
	2
2	1
	2
3	1
	2
4	1
	2
5	1
	2
6	1
	2
7	1
	2
8	1
	2
9	1
	2
10	1
	2

11	1 2
12	1 2

TECHNICAL STAFF (A)

Grade	Year
General Scale	1 or 16 yrs
General Scale	2 or 17 yrs
General Scale	3 or 18 yrs
General Scale	4 or 20 yrs
General Scale	5 or 21 yrs
General Scale	6
General Scale	7
General Scale	8
General Scale	9
General Scale	10
General Scale	11
General Scale	12
General Scale	13
General Scale	14
I	1 2 3 4 5
II	1 2 3 4
III	1

SENIOR TECHNICAL (A)

Grade	Year
Senior I	1 2 3
Senior II	1 2
Senior III	1

D. SLOAN, *Commissioner*

(1158)

SERIAL C9459

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) FISHERIES EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 144233 of 2021)

Before Commissioner Sloan

11 October 2021

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Definitions
4.	Salaries
5.	Allowances and Loadings
6.	Hours of Work and Working Hours Arrangements
7.	Housing
8.	Family and Community Service Leave
9.	Consultative Arrangements
10.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
11.	Working From Home
12.	Work and Family Issues
13.	Anti-Discrimination
14.	Deduction of Union Membership Fees
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Technician Classification - Competency Standards

Attachment B - Fisheries Officer Classification -Competency Standards

PART A

1. Title

This Award will be known as the Crown Employees (Department of Regional NSW) Fisheries Employees Award.

2. Parties to the Award

This Award is binding upon the Industrial Relations Secretary, the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, the Construction Forestry Mining and Energy Union (New South Wales Branch) and the Electrical Trade Union of Australia, NSW Branch; in so much as it affects those persons previously covered by the Crown Employees (Skilled Trades) Award published 22 June 2001 (325 I.G. 749), as varied.

3. Definitions

"AFMA" means the Australian Fisheries Management Authority

"Association" or "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, Construction Forestry Mining and Energy Union (NSW Branch) or Electrical Trades Union, NSW Branch.

"Department" means the Department of Regional NSW as established under Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.

"Employees" means and includes all persons employed on an ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013*, who, on the operative date or during the period of operation of this award, are assigned to a role to perform the duties and roles of the former NSW Fisheries within the Department.

"Employer" means the Industrial Relations Secretary, or as otherwise defined in s 49(1) of the *Government Sector Employment Act 2013*.

"FFPP" means the first full pay period.

"Industrial Secretary" means

NSW Fisheries forms part of the Department of Primary Industries within the Department of Regional NSW under Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.

"Secretary" means the Secretary of the Department of Regional NSW established under the *Government Sector Employment Act 2013*.

4. Salaries

(i)

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Part B, Monetary Rates, Table 1 and Table 2, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.

(a) Loading for Fisheries Officers -

(1) Due to the range of times that Fisheries Officers may be required to work a salary loading of 13.7 per cent will apply to all roles

(2) The loading is based on the following formula for a shift of 7.6 hours:

eight shifts every four weeks starting or finishing outside 7.30 am and 6.00 pm Mondays to Fridays;

one Saturday shift every four weeks between 7.30am to 6.00pm;

one Sunday shift every four weeks between 7.30am to 6.00pm;

ten shifts every four weeks between 7.30am and 6.00pm;

one shift on five public holidays every year between 7.30am and 6.00pm.

- (3) Therefore, the loading is calculated on the following formula:

	Additional loading every week
Penalty equivalent in relation to 2 shifts each week other than day shifts of 7.6 hours @ 15 per cent extra based on 46 weeks on duty each year:	

$$\frac{2 \times 7.6 \times 0.15 \times 46}{52} = 2.0 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours on one Saturday (50 per cent extra) and one Sunday (75 per cent extra) each 4 weeks:

$$\frac{3.8 + 5.7 \times 46 \div 52}{4} = 2.1 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours worked on 5 public holidays each year (150 per cent) extra:

$$\frac{7.6 \times 5 \times 1.5 \div 52}{38} = 5.2 \text{ hours}$$

In order to load the base salary by 5.2 hours an addition of 13.7 per cent is required:

$$\frac{5.2 + 13.7}{38} \text{ per cent}$$

- (b) Fisheries Technicians - Existing employees remain eligible to progress to the maximum rate available in their previous classifications, subject to meeting competency standards.
- (c) Loading for Fish Hatchery Staff - The loading of 11.05 per cent is paid to employees who are required to regularly work outside normal working hours.

Due to the range of times Managers and Assistant Managers may be required to work, a salary loading of 11.05 per cent will be applied to their roles. Guides and attendants at hatcheries who are also required to work such hours will also be entitled to the payment of the loading.

5. Allowances and Loadings

- (a) Annual Leave Loading - The 17.5 per cent annual leave loading will be paid to all employees on the first available pay day in December of each year, and be based on the annual leave accrued during the preceding period between 1 December and 30 November
- (b) Sea Going Allowance - An employee who is absent from his/her port of departure for ten hours or more will be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.

Clause 26:	Travelling Compensation
Clause 27:	Excess Travelling Time
Clause 28:	Waiting Time
Clause 29:	Meal Expenses on One-Way Journeys
Clause 30:	Restrictions on Payment of Travelling Allowances

Clause 31:	Increase or Reduction in Payment of Travelling Allowances
Clause 32:	Production of Receipts
Clause 33:	Travelling Distance

- (c) Freezer Inspection Allowance - A Fisheries Officer who undertakes an AFMA inspection of freezer hold(s) on a fishing vessel will be paid an allowance - for each inspection for each vessel for each day - as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (d) Regional Dive Coordinator Allowance is paid for a temporary assignment to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. An assignment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.
- (e) Regional Dive Officer Allowance is paid for a temporary assignment, reporting to the Regional Dive Coordinator, to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. An assignment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.

6. Hours of Work and Working Hours Arrangements

- (a) Flexible Work Hours - The provisions of this clause are available to all employees other than Fisheries Officers, Managers and Assistant Managers at hatcheries and employees covered by Senior Executive arrangements.

- (i) General - A flexible approach to hours of work will be adopted in relation to working hours and working arrangements within the parameters of the business needs of the Department

A flexible working hour's system is established whereby individual employees may select their starting and finishing times, subject to the business needs of the Department. The system has been developed on the understanding that service delivery standards are maintained at all times. It is expected that employees and managers of work units will actively participate in the development and implementation of mutually acceptable working arrangements that recognise the obligations and responsibilities of each. An objective of these arrangements is to provide for better time management within the Department and to preclude the excessive accruals and/or forfeiture of hours.

The following provisions replace in full arrangements established under clause 21, Flexible Working Hours, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

- (ii) Hours Worked - An employee may only accumulate credit hours in excess of the minimum daily contract hours where work is available and it is convenient to the Department for the employee to work.

Nothing in this award will prevent the Secretary from reverting to standard ordinary working hours where it is evident that an employee is not observing the conditions of this clause and any associated administrative instructions or not maintaining a satisfactory level of conduct or performance of duty.

Standard hours are 8.30am to 4.30pm Monday to Friday with a one hour lunch break.

- (iii) Bandwidth - Bandwidth is the period during the day when an employee may record time worked and shall be from 7.30am to 6.00pm Monday to Friday.

Time may be credited to an employee for work undertaken outside the bandwidth if prior approval is obtained.

By mutual agreement, the Secretary may vary the bandwidth period for an individual employee on either a permanent or temporary basis.

Where an employee, by mutual agreement, works outside the bandwidth period to meet specific work requirements, then hours worked outside the bandwidth will be credited at time and a half and meal allowances, if appropriate, will be paid. The provisions of the Shift Work and Overtime clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced continue to apply when employees are directed to work outside the bandwidth times.

An employee may refuse to work additional hours or overtime in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:

1. the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 2. any risk to employee health and safety,
 3. the urgency of the work required to be performed during additional hours or overtime, the impact on the operational commitments of the organisation and the effect on client services,
 4. the notice (if any) given by the Secretary regarding the working of the overtime or additional hours, and by the employee of their intention to refuse the working of additional hours, or
 5. any other relevant matter.
- (iv) Coretime - Coretime will generally be between 9.30 am and 3.30 pm and all employees are required to be on duty, unless on authorised leave.

The luncheon period is not part of core time.

By mutual agreement, the Secretary may vary the core time period for an individual employee on either a permanent or temporary basis.

- (v) Luncheon Period and Meal Breaks - An employee is entitled to take a luncheon period of one hour between 11.30am and 2.30pm.

By mutual agreement, the Secretary may vary the luncheon period for an individual employee on either a permanent or temporary basis.

An employee may extend the luncheon period to a maximum of two and a half hours, but only with prior approval. Such an extension must not prevent the proper functioning of the Department or the specific work area to which the employee is attached.

An employee may reduce the luncheon break on the basis that a minimum of thirty minutes is taken.

An employee will not be required to be on duty without a luncheon break for more than five hours from the time of commencement.

- (vi) Contract Hours - The daily contract hours for an employee are the weekly hours divided by five.

Contract hours for a settlement period are the normal weekly hours multiplied by four.

When leave for part of a day is involved, the amount of leave to be applied for is to be determined by subtracting the hours worked on that day from the daily contract hours.

- (vii) Accumulation and Carry Over of Hours - An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit hours carried forward does not exceed 35 hours and debit hours does not exceed 10 hours.

Where an employee's accumulation of credit hours at the end of a settlement period exceeds 35 hours, the excess hours will be forfeited.

The Secretary will make every effort to ensure that an employee does not forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexible hours or flexi leave being refused.

Where an employee's accumulation of debit hours at the end of a settlement period exceeds 10 hours, the excess hours accumulated will be debited against the employee's accrued recreation leave or, should the employee have no such leave available, will be taken as leave without pay.

For the purpose of determining whether an employee has accumulated credit or debit hours during a settlement period, the employee will be deemed to have notionally worked the daily contract hours or the appropriate portion thereof on a day, or part of a day, upon which the employee was absent on approved leave, not being flexi leave.

- (viii) Flexi leave - An employee may apply to take a maximum of five days flexi leave within each settlement period. Leave may be taken in multiples of a quarter of a day.

An employee must obtain approval prior to proceeding on flexi leave.

It is not necessary for an employee to have a credit balance when taking flexi leave.

Flexi leave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.

- (ix) Commencement or Cessation of Duty During Core time - Where an employee consistently commences duty after the commencement of core time, including resumption after the luncheon period, and provides no reasonable excuse the employee must apply for the appropriate amount of leave without pay, or recreation leave if approved by the Secretary, in multiples of a quarter of a day.

Where an employee ceases duty prior to the cessation of core time without prior approval, the total period from the cessation time to the normal business cessation time will be classified as leave without pay.

- (x) Travelling on Official Business - Any travel on official business during bandwidth times will be treated as time worked for the purposes of this clause.

Employees will be compensated for travelling time outside the bandwidth hours in accordance with the travelling compensation provisions as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

- (xi) Termination of Service - Where an employee has an accumulation of debit hours at the completion of the last day of service, the recreation leave or monies owing to that employee will be adjusted accordingly.

An employee may receive compensation for accumulated credit hours outstanding as at the last day of service where an employee's services are terminated without notice for reasons other than misconduct, and where an application for a period of flexi-leave which would have eliminated the accumulated credit hours was made during the period of notice of retirement or resignation and was refused.

- (b) Fisheries Officers - For the purpose of this Award, working arrangements of Fisheries Officers will be 152 hours undertaken across any 20 days for each 28 calendar day period and will be undertaken at times to meet the specific service needs of the Department.

By mutual agreement with a supervisor, a Fisheries Officer may accumulate an additional 15.2 hours each four weeks which may be carried forward to reduce the number of hours worked in the following four week period but must be taken during bandwidth hours (7.30am to 6.00pm) Monday to Friday. Any accumulated hours not taken during the next four week period will be forfeited.

Fisheries Officers must submit a work program to their respective supervisor in advance for approval. Such programs are to cover the next two weeks work period or any period required by the Secretary.

Work programs may be amended at any time by mutual agreement or within the following:

Day Shifts Only - Programmed hours may be amended by a supervisor with 24 hours' notice, as long as new hours fall within the 7.30 am to 6.00 pm bandwidth on the same day. The new hours will be no longer than the hours originally scheduled to be performed on that day.

Night/Weekend/Public Holiday Shifts Only - For un-programmed starts that commence within one hour of programmed starting times the shift will commence early and not attract any overtime or penalty provisions because of the early start.

For un-programmed starts that commence more than one hour before a programmed starting time, the period between the actual starting time and the programmed starting time, or the ceasing of the un-programmed duty (whichever is the earliest), will attract overtime provisions. In such cases, the Fisheries Officer will be required to work their programmed shift or take time in lieu from his/her overtime entitlements.

Programmed Days Off - Where a Fisheries Officer is directed to undertake work on a programmed day off all hours worked on that day will attract overtime provisions.

Inland Weekend Work - A Fisheries Officer stationed in an inland location can be directed to work a maximum of two complete weekends each four week period totalling not more than 12 Saturdays and 12 Sundays on a yearly basis.

A Fisheries Officer can be directed to work a maximum of two ten-hour shifts in the field each four week period. A Fisheries Officer can only be directed to work on a maximum of 20 days of each 28-day period. This can be exceeded by mutual agreement. By mutual agreement, work programs may include split shifts.

Where a Fisheries Officer is directed to work a ten-hour continuous shift, two unpaid meal breaks must be taken during the shift. The second meal break will attract a meal allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The meal allowance is set in accordance with the Overtime Meal Allowances for breakfast, lunch and dinner in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

Should a Fisheries Officer be required to work a period longer than 14 consecutive hours, then that employee will take a ten hour break before commencing work. If a break occurs during, or overlaps, the next programmed hours of duty - those hours of duty will still be credited. There will be a minimum eight-hour break between directed shifts.

Any shift performed on a weekend outside the 7.30am to 6.00pm bandwidth times contributes towards a weekend duty and an out of hour's duty. Only one out of hours and one weekend shift may be credited for each shift during weekend duty.

- (c) Flexible Working Hours for the Managers and Assistant Managers at Hatcheries - A flexible working hour's system, similar to the provisions set out in sub clause (a) of this clause, will apply to Managers and Assistant Managers of trout hatcheries with the following changes.

The normal working week will be 35 hours spread across Monday to Sunday, - seven days each week.

Due to operational needs trout hatcheries will need to be staffed, at a minimum level, on Saturdays, Sundays and public holidays and a loading has been established under subclause (c) of clause 4, Salaries, to compensate Managers and Assistant Managers.

Generally, officers will be rostered on duty for ten calendar days and rostered off duty for four calendar days.

7. Housing

- (a) Operational Needs - Due to operational needs, employees assigned to specific roles may be required to occupy residences owned by the Department. Under this award, housing and rental arrangements are established.

The Secretary is the sole judge in deciding if a residence is required to meet the operational needs of the Department.

- (b) Rental - a weekly rental rate for Fisheries Officers occupying residences identified under subclause (a) of this clause will be 30 per cent of the average market rate across all similar Fisheries Officers' residences in the state. The market rate will be reviewed every 12 months or any other period as determined by the Secretary.

A weekly rental rate for Managers and Assistant Managers of trout hatcheries occupying residences identified under subclause (a) will be 30 per cent of the actual market rental. The market rate will be reviewed every twelve (12) months or any other period as determined by the Secretary.

- (c) General - The weekly rental rate for premises that are essential for the operational activities of the Department, and not occupied by Fisheries Officers or located at Trout Hatcheries, will be set at 30 per cent of the market rental rate. The market rate will be reviewed every 12 months or any other period as determined by the Secretary.
- (d) Where a residence is not essential for operational activities an employee may, subject to the Secretary's approval, rent the premise at full market rental or at any other rate as approved by the Secretary.
- (e) The Secretary may dispose of a residence at any time, subject to the employee occupying the residence being given at least six month notice to vacate the premise.
- (f) During the term of this award, an employee occupying a Departmental residence will be eligible for assistance under the Crown Employees (Transferred Employees Compensation) Award if the employee moves residence because the Departmental residence is declared surplus to operational needs.

8. Family and Community Service Leave

The following provisions replace the Family and Community Services Leave provisions contained under clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

The Secretary may grant paid Family and Community Service Leave to an employee to meet family activities and community service responsibilities as described subclause 71.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced

The maximum amount of leave under this clause will be five working days in any period of 12 months; or the period calculated by allowing one working day for each completed year of service after the completion of the initial two years of service and deducting them from the total amount of family and community service leave or short leave granted to the employee, whichever is the greater period.

The parties agree that the definition of "a family member" will be consistent with subclause 81.4.2 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.

In cases of illness of a family member, whose care and support the employee is responsible, paid sick leave in accordance with the said clause 81 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced will be granted when paid family and community service leave is exhausted.

9. Consultative Arrangements

This award will be monitored by a consultative committee consisting of management and employee representatives.

The parties will meet as often as necessary to discuss employee relations or industrial relations issues relating to employees covered by this Award. Including the resolution of any difficulties which may arise with the implementation or operation of this award, and to discuss possible future improvements to the employment conditions of employees.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement Award.

11. Agile Working

It is accepted that the enhancement of family leave provisions will assist employees to meet any urgent personal responsibilities outside work and improve morale generally across the Department. The absence from the workplace may, however, be seen as lost productivity.

It is proposed therefore to implement the availability of working from home arrangements, on a case by case basis, where the nature of the employee's work lends itself to such arrangements.

This provision will be managed in accordance with the Department's Agile Working procedure as provided for in the Where I Work Policy PEC-001 or its replacement.

12. Work and Family Issues

The parties acknowledge that there may be a number of issues external to the workplace, which have an effect on the day-to-day and ongoing performance and commitment of individuals within the Department.

The parties agree that small working groups consisting of management and employee representatives may be established to consider any such issues e.g. child care. These groups will provide discussion paper(s) to the Secretary on the appropriateness, costing and benefits of introducing such benefits to employees.

13. Anti-Discrimination

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, transgender identity, marital or domestic status, disability, responsibilities as a carer, homosexuality, HIV/AIDS infected or age.

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.

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.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) 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 the legislation referred to in this clause.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (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 to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

14. Deduction of Union Membership Fees

- (a) The union will provide the Department with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (b) The union will advise the Department 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 employer at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Department 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 Department to make such deductions.
- (d) Monies so deducted from the employee's pay will be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the employer and the union, all union membership fees will be deducted on a fortnightly basis.
- (f) 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 deduction to continue.

15. Area, Incidence and Duration

- (a) The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, *Government Sector Employment (General) Rules 2014*, and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries 2021) Award* or any awards replacing these awards.

- (b) This Award will apply to all employees assigned to roles that can be identified as a responsibility of the former NSW Fisheries in the Department of Regional NSW.
- (c) 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 11 October 2021
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1.07.2021

Administrative and Clerical Officers	Common Salary Point		First full pay period after 1.7.2021 Yearly Rate (2.04% increase) \$
General Scale -			
Year 1	9		43,877
Year 2	17		50,479
Year 3	25		55,028
Year 4	32		58,481
Year 5	40		62,839
Fisheries Officers - Clause 4(i)(a) 13.7% Salary Loading		Base Salary Yearly Rate First Full Pay Period on or after 1.7.2021 (2.5% increase) \$	13.7% Loaded Salary Yearly Rate \$
Grade 1 -			
Year 1	52	70,151	79,762
Grade 2			
Year 1	58	74,117	84,271
Year 2	64	78,736	89,523
Grade 3 -			
Year 1	64	78,736	89,523
Year 2	67	81,158	92,277
District Fisheries Officer -			
Year 1	78	90,253	102,618
Year 2	85	96,540	109,766
Supervising Fisheries Officer -			
Year 1	101	113,343	128,871
Year 2	104	116,531	132,496
Fisheries Scientific Technician & Fisheries Maintenance Technician			
Grade 1 -			
Year 1		48,458	
Year 2		51,714	
Year 3		55,028	
Year 4		58,243	
Year 5		61,506	
Year 6		64,762	

Grade 2 - Year 1		67,367	
Year 2		70,910	
Year 3		74,458	
Grade 3 - Year 1		78,002	
Year 2		82,019	
Year 3		88,453	
Grade 4 - Year 1		90,056	
Year 2		92,775	
Year 3		95,539	
Grade 5 - Year 1		99,042	
Year 2		102,589	
Year 3		106,672	
Fish Hatchery Staff - Clause 4 (i) (c) 11.05% Salary Loading		Base Salary Yearly Rate \$	11.05% Loaded Salary Yearly Rate \$
Fisheries Hatchery Staff Assistant Manager - Year 1		67,367	74,811
Year 2		70,910	78,746
Year 3		74,460	82,688
Manager - Year 1		78,002	86,621
Year 2		82,019	91,082
Year 3		88,457	98,231
Senior Manager - Year 1		157,529	
Year 2		172,744	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	FFPP after 1.7.2021 (2.04% Increase) Amount \$
1	5(c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day
2	5(d)	Regional Dive Coordinator	2,248 p.a.
3	5(e)	Regional Dive Officer	1,578 p.a.
4	6(b)	Fisheries Officer - meal allowance where the second break is taken	32.50

ATTACHMENT A

Fisheries Technician Classification - Competency Standards

Fisheries Technician Classification - This Award establishes the Fisheries Technician classification and replaces the previous classifications of technical assistant, technical officer, senior technical officer (scientific), tradesperson, gardener, foreperson and library technician.

Details of competency standards, general role responsibilities and qualities as well as progression criteria are outlined below.

Fisheries Technician Grade 1 -

Years 1 - 3

Description: - Training role where technical skills are acquired.

Responsibilities - Responsible for carrying out relatively standard procedures under close supervision.

Essential qualifications -

School Certificate or equivalent.

Driver's Licence (where appropriate).

Essential qualities -

Ability to work within specific instructions and/or standard procedures.

Ability to undertake on-the-job training or accredited coursework relevant to the technical knowledge and skills required for progression.

Progression criteria -

Progression between Years 1 to 3 based on carrying out the duties to a satisfactory level.

Progression to Year 4 based on 12 months service at Year 3, meeting Year 4 qualifications and the associated increased skills and ability.

Years 4 - 6 -

Description - Specific technical skills have been acquired through on the job training, formal qualifications and equivalent experience.

Responsibilities - Responsible for carrying out technical procedures under general supervision.

Essential qualifications -

Either TAFE Technical Qualification or three years relevant work experience.

Driver's licence and boat licence (where appropriate).

Essential qualities -

Ability to work to specific instructions or standard procedures but may make minor changes and suggest improvements where appropriate.

Experienced with relevant methods and procedures, associated with technical tasks.

Ability to undertake tasks of a technical nature requiring some judgements to be made.

Progression criteria -

Progression between years 4 to 6 based on carrying out the duties to a satisfactory level.

Skills associated with Grade 1 Fisheries Technicians - The range of skills associated with specific roles will vary, however this is a listing of the types of skills which are associated with Grade 1 Fisheries Technicians.

Field related skills -

- Boat handling
- Sea safety
- 4WD experience/course
- Advance driving
- SCUBA diving certificate
- Radio operator's licence
- Net making and repairing
- Handling of nets, traps and other fish sampling gear
- Fish tagging and recapture techniques
- Remote area experience

Workshop related skills -

- Operation of farm equipment (tractors, etc.)
- Forklift driving
- Welding
- Explosive tools
- Wood technology
- Fibre glassing
- Advanced electrical (motors, pumps)
- Protective coating applications

Laboratory related skills -

- Aquarium and pond maintenance
- Live fish handling
- Handling chemicals and hazardous goods
- Laboratory techniques
- Specimen identification (e.g. fish taxonomy)
- Technical equipment storage and maintenance

Office related skills -

- Basic computer applications (spreadsheets, word processing, databases)
- Literature searching
- Preparation of technical drawings, graphs, maps
- Collecting, storing and collating data and work reports
- Data entry
- Filing and retrieving data sheets, etc. Basic photography

Fisheries Technician Grade 2 -

Description - Roles required a wide range of advanced technical skills acquired through formal training and on the job experience.

Responsibilities - Responsible for carrying out complex technical procedures with limited or irregular supervision.

Essential qualifications -

- TAFE technical qualification or equivalent.
- Relevant work experience.
- Driver's licence and boat licence (where appropriate).
- Additional skills and/or qualifications specific to the role.

Essential qualities -

Ability to work with limited direction and irregular supervision.

Demonstrated problem solving abilities, including modifications to standard procedures.

Ability to undertake on-the-job training or accredited coursework relevant to the technical knowledge and skills required for progression (e.g. see skills associated with Grade 2).

Fisheries Technician Grade 3 -

Description - Roles require a range of advanced technical skills together with supervision, communication and employees training abilities.

Responsibilities - Responsible for carrying out complex technical procedures and the associated supervision of employees, with limited direction.

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least three years.

Driver's licence and boat licence (where appropriate).

Additional skills and/or qualifications specific to the role.

Essential qualities -

Ability to develop work programs based on technical tasks and make changes to procedures where appropriate.

Wide experience with relevant methods and procedures associated with technical tasks performed within the work unit or division.

Experience or ability to supervise technical staff and provide (and advise on) the training of technical skills to junior staff.

Skills associated with Grade 2 and Grade 3 Fisheries Technicians - The range of skills associated with specific roles will again vary, however this is a listing of the types of skills which are associated with Grade 2 and Grade 3 Fisheries Technicians.

Field related skills -

Coxswain's certificate

First aid certificate

Appropriate commercial diving qualifications

Workshop related skills -

Advanced trades certificate

Supervision

Staff training

Laboratory related skills -

- Pond and aquarium systems management
- Advanced technical skills associated with fish propagation
- Specialist laboratory skills (e.g. fish ageing, algal culture)

Office related skills -

- Basic financial management
- Advanced computer (database maintenance, programming, maintenance)
- Data management
- Report writing and presentation of results
- Statistical analysis
- Advanced photography
- Public relations

Fisheries Technician Grade 4 -

Responsibilities - Responsible for supervising a technically based work unit or task.

Essential qualifications -

- TAFE technical qualification or equivalent.
- Relevant work experience of at least six years.
- Additional skills and/or qualifications specific to the role.

Essential qualities -

- Ability to supervise and manage a specific work unit with a technical function, and/or
- Advanced staff and financial management skills, and/or
- Advanced skills associated with having the responsibility for an essential technically based task.

Fisheries Technician Grade 5 -

Responsibilities - Responsible for the supervision and leadership of a technically based work unit or task

Essential qualifications -

- TAFE technical qualification or equivalent.
- Relevant work experience of at least ten years.
- Additional skills and/or qualifications specific to the role.

Essential qualities -

Provide leadership and direction for a technically based work unit or in an essential departmental function of a technical nature.

Skills associated with Grade 4 and Grade 5 Fisheries Technicians - The range of skills associated with specific role will again vary, however this is a listing of the types of skills which are associated with Grade 4 and Grade 5 Fisheries Technicians.

Management of technically based program

Financial management
Leadership

Co-ordination of large/complex technically based programs

Advisory and publication of technical information

Public relations

ATTACHMENT B

Fisheries Officers Classification - Competency Standards

Fisheries Officer Classification - This award establishes a new structure for the Fisheries Officer Classification.

Details of competency standards and general role responsibilities are outlined below.

Essential prior to recruitment -

Drivers Licence
Colour vision
Swimming ability (200m)
Medical fitness exam
Boat Licence
HSC or Equivalent

Fisheries Officer Grade 1 (Trainee) -

To complete induction/orientation
Computer/keyboard skills
Environmental awareness
Pass exams
12 months satisfactory service
Marine survival/sea safety*
Senior First Aid Certificate
Baton and handcuffing
Basic communication skills*

*Ongoing every two years

General responsibilities -

Requires specified qualifications or previous skills or experience, and

Performs basic tasks and operates equipment for which limited training is required.

Exercises no individual judgement in following directions.

Works under direct supervision

Fisheries Officer Grade 2 -

Pre-requisite - Satisfies requirements for Fisheries Officer Grade 1.

First Year -

Intermediate communication skills

Second Year -

Investigation methods

Conflict resolution

Supervision skills

Accounting procedures

Media skills

Commonwealth Legislation

General responsibilities -

Requires accredited training and special licences, and adequate experience and special skills.

Performs work process at sub-FO Grade 3 level and performs duties in charge of equipment and maintains office systems, and

Exercises independent judgement at sub-FO Grade 3 level.

Works under limited supervision.

Uses good communication skills.

Possess sound knowledge of relevant legislation, policy and procedures.

Fisheries Officer Grade 3 -

Pre-requisite - Coxswain's certificate of competency or equivalent.

First Year -

Software application skills

Operational planning

Sound knowledge of Commonwealth legislation

Complete basic management skills

Knowledge of all aspects of Commonwealth managed fisheries

Knowledge of all aspects of State managed fisheries

Second Year -

Environmental assessment (DA's and fish kills)

Superior communication skills

Supervision

Financial management

General responsibilities -

Requires satisfactory achievement of Departmental Competency Standards,

Performs duties of some complexity and is accountable for completion of work to agreed standards.

Exercises some independent judgement

Leads small work team on assigned work or supervises subordinate staff, and

Prepares, collates and analyses information in respect to Fisheries Management and district operations.

Represent the Department at various meetings at district level, and

Provides specialised advice and assistance to management in the formulation of management plans and regulations.

District Fisheries Officer -

Prerequisite - Coxswain's certificate of competency or equivalent.

Master Class V) where appropriate
MED 3)

First year and ongoing - Advanced management (Financial, Human, Asset & Strategic Planning),

General responsibilities -

Responsible for effective co-ordination of work, or scheduling basic training for Fisheries Officer Grade 1 to 3 under direct supervision, problem solving, and

Exercises independent judgement and is accountable for work performance.

Provides specialised advice and assistance to management in the formulation of Management Plans and Regulations.

Accountable for performance to meet deadlines, and/ or performs work of complexity at a high level, and/or is competent in full range of disciplines necessary to effectively manage a Fisheries District.

Communicates information to client groups.

Provides specialised advice and assistance to management in the formulation of Management Plans and Regulations.

Supervising Fisheries Officer -

Prerequisite - Coxswains certificate of competency or equivalent.

Master Class V) where appropriate
MED 3)

First Year -

Management and administration

Work Health and Safety training

Mediation skills

Second Year -

Further management development

General responsibilities -

May require Master Class V and MED 3 Course.

Requires well developed management skills.

Demonstrated understanding of environmental issues.

Approves work programs and projects and allocates resources, sets priorities and monitors performance against agreed standards, time frames and budgets.

Responsible for the training and development of staff in the zone.

Represents the Department as required at zone level and regional level.

Communicates technical and other information to client groups.

Provides specialised advice and assistance to management in the formulation of Management Plans and Regulations.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1307)

SERIAL C9467

CROWN EMPLOYEES (NSW POLICE FORCE POLICE BAND) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 101284 of 2021)

Before Commissioner Sloan

19 October 2021

REVIEWED AWARD

PART A

Clause No. Subject Matter

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2. Definitions
3. Disputes/Grievance Settlement Procedure
4. Introduction of New Technology
5. Introduction of Change

SECTION 2 - SALARIES

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7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
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PART B**MONETARY RATES**

Table 1 - Salaries

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PART A**SECTION 1 - FRAMEWORK****1. Title**

This award will be known as the Crown Employees (NSW Police Force Police Band) Award 2018.

2. Definitions

- (a) "Officer" means and includes all persons employed as Musicians within the Police Band by the NSW Police Force who, as at 28 July 1997, were occupying one of such positions or who, after that date, are appointed to such a position.

- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Musician (Police Band).
- (e) "the Police Band" when used in the appropriate context may refer to all positions within the Police Band including promotional positions.
- (f) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (g) "Award" means the Crown Employees (NSW Police Force Police Band) Award 2018.
- (h) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Disputes/Grievance Settlement Procedure

- 3.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award should be dealt with in the manner prescribed below:
- 3.1.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought should be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
 - 3.1.2 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 officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
 - 3.1.3 Failing resolution of the issue further discussions will take place as soon as possible, and in any event within two working days of such failure, between the individual officer/s and at their request the local delegate or workplace representative and the Commander, NSW Police Force Band or nominee.
 - 3.1.4 If the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Commander, NSW Police Force Band may refer the matter to the Region Commander (or equivalent) for discussion between the Director or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
 - 3.1.5 If the dispute is not resolved at that stage the matter is to be referred to the Workforce Relations and Reform Unit of the NSW Police Force who will assume responsibility for liaising with members of the Senior Executive Service of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.
 - 3.1.6 The matter will only be referred to the Industrial Relations Commission of NSW if:
 - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance;
or

- (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Workforce Relations and Reform Unit, or other agreed time frame.
- 3.1.7 At no stage during a dispute that specifically relates to any industrial agreement in force may any stoppage of work occur or any form of ban or limitation be imposed.
- 3.1.8 In cases where a dispute is premised on an issue of safety, consultation between the Association and the Workforce Relations and Reform Unit should be expedited. The status quo should remain until such matter is resolved.
- 3.1.9 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 3.1.10 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 3.1.11 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

4. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to assist in the provision of band services.

5. Introduction of Change

The parties agree to co-operate fully through the Police Band Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of the Police Band with the objective of ensuring the most efficient, effective and productive use of resources.

SECTION 2 - SALARIES

6. Salaries

An officer will, according to the position held and years of service, be paid an annual salary of not less than the amounts as set out in Table 1 - Salaries, of Part B, Monetary Rates.

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 7.1 The entitlement to salary package in accordance with this clause is available to all officers covered by this award.
- 7.2 For the purpose of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 6, Salaries, or Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "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-HELP payments, child support payments, and judgement debtor/garnishee orders.
- 7.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the Commissioner, and

- (b) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 7.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 7.5 The agreement will be known as a Salary Packaging Agreement.
- 7.6 Except in accordance with subclause 7.7, 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.
- 7.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- (c) subject to NSW Police Force agreement, paid into another complying superannuation fund.
- 7.8 Where the officer makes an election to salary sacrifice, the employer will pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 7.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
- (b) *Superannuation Act 1916*;
- (c) *State Authorities Superannuation Act 1987*; or
- (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the officer'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.
- 7.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established legislation listed in subclause 7.9 of this clause, the NSW Police Force 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 NSW Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 7.11 Where the officer makes an election to salary package:
- (a) 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
- (a) 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 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 rate of pay, will be calculated by reference to the rate which would have applied to the officer under clause 6, Salaries, or Part B, of this Award if the Salary Packaging Agreement had not been entered into.

- 7.12 The NSW Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations will apply to any existing or future Salary Packaging Agreement from date of such variation.
- 7.13 The NSW Police Force will determine from time to time the value of the benefits provided following discussions 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.

8. Future Adjustments

Should there be a variation to the Crown Employees (Public Sector - Salaries 2019) Award, or an award replacing it during the term of this award by way of salary increase, this award will be varied to give effect to any such salary increase, from the operative date of the variation of the former award or replacement award.

SECTION 3 - ATTENDANCE/HOURS OF WORK

9. Hours

9.1 General

- 9.1.1 Except as provided in clause 10, Flexible Rosters, of this award, the ordinary hours of duty for officers will be an average of 38 per week or 76 per fortnight and will be worked from Sunday to Saturday inclusive.

The hourly rate for officers will be calculated on the basis of 1/38th.

- 9.1.2 Ordinary hours will not exceed 8 per day and will be worked continuously from starting time except as provided in clause 11, Meals, of this award. Officers may not be rostered to work broken shifts except in the public interest or on reasonable request by the Commander, NSW Police Force Band.
- 9.1.3 Rostered shifts of 8 hours may be arranged on the basis of 5 rostered shifts and 2 rest days in any period of a week or 10 rostered shifts and 4 rest days in any period of 2 weeks. An officer's roster will be arranged, as far as practicable, to allow 1 rest day on each alternate Sunday with 2 rest days comprising 1 weekend in 4.
- 9.1.4 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

9.2 38 Hour Week Operation

- 9.2.1 The hours of duty will be an average of 38 per week on the basis of accruing 1 day off per 20 day cycle to be taken as a block of days except where a rostered day off may be taken at the discretion of the Commissioner of Police.
- 9.2.2 The maximum accrual of days off will be 12 working days per annum on the basis of no accrual of the 13th day during the first 4 weeks of annual leave. In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time.
- 9.2.3 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 9.2.4 There will be mutual co-operation at all levels to ensure that the efficiency of the Band is maintained at the pre-existing standards without additional overtime being worked.

- 9.2.5 There will be no payment of higher duties allowances arising from the rostered day off. There will be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 9.2.6 Wages and salaries will be paid into banking or other accounts.
- 9.2.7 All restrictive work practices are to be eliminated.

10. Flexible Rosters

- 10.1 Notwithstanding clause 9, Hours, of this award the parties agree that where the majority of officers agree and the Commander, NSW Police Force Band agrees, a trial of a flexible roster system may be implemented. Such a trial may be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.
- 10.2 The conditions of any such trial will be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, etc.

11. Meals

- 11.1 An officer should be allowed an unbroken period of not less than 30 minutes in the aggregate each shift for meals. Such time will not be counted as time worked.
- 11.2 An officer will not normally be required to work for more than 5 hours without a meal break.
- 11.3 An officer who actually incurs expense in purchasing a meal and has worked more than one half hour beyond the completion of a rostered shift is entitled to be compensated at the rates for the payment of meal allowances prescribed from time to time by the NSW Police Force. Provided that where actual expenditure exceeds the rates prescribed an officer may be entitled to a refund of amounts actually and reasonably incurred upon production of receipts.

12. Lactation Breaks

- 12.1 This clause applies to officers who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 12.2 A full time officer or a part time officer working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 12.3 A part time officer working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 12.4 A flexible approach to lactation breaks can be taken by mutual agreement between an officer and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the officer.
- 12.5 The Commissioner will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 12.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 12.7 Officers experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

- 12.8 Officers needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 30, or access to flexible working hours provided in clauses 9, Hours, and 10, Flexible Rosters, of this award, where applicable.

13. Public Holidays

- 13.1 An officer required to work on the days on which New Year's Day, Anniversary 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 the ordinary rate).
- 13.2 An officer rostered to take a public holiday as a rest 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 day at the overtime rate specified in subclause 17.3 of clause 17, Overtime.
- 13.3 For the purposes of this clause the ordinary rate excludes the 10% loading as defined in Table 1 - Salaries, of Part B, Monetary Rates.

SECTION 4 - ALLOWANCES AND OVERTIME

14. Higher Duties Allowance

- 14.1 Officers who provide relief in positions which attract a higher rate of pay will receive payment of an allowance in compensation for the period of relief provided, subject to the following conditions:
- 14.1.1 the relieving officer performs all of the duties and assumes all of the responsibilities of the higher position.
- 14.1.2 the period of relief is not less than 5 consecutive working days in duration.
- 14.1.3 where an officer performing higher duties is required to work overtime, payment will be made at the higher rate.
- 14.1.4 the supervising officer will be responsible for substantiating that payment of the allowance is justified.
- 14.1.5 there will be no payment of higher duties allowances arising from the operation of the 38 hour week.

15. Doubling Allowance

- 15.1 Officers required to "double" on any musical instrument will be paid an allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. From 1 July 2008, the allowance will be adjusted in accordance with the percentage increase applying to salary rates.
- 15.2 The doubling allowance will be disregarded in computing the 10% loading prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and payments for overtime worked.

16. Shift Work Allowance

- 16.1 An officer who works the full shift of not less than 8 hours will be paid, in addition for each shift actually worked, a shift allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 16.2 It is agreed that shift allowances will be subject to variation only to the extent of any variation in the same rate prescribed by the Crown Employees (Police Officers - 2017) Award from time to time.

17. Overtime

- 17.1 Subject to subclause 18.2 of clause 18, Recall to Duty, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 17.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- (i) any risk to officer health and safety;
 - (ii) the officer's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Commander, NSW Police Force Band of the overtime and by the officer of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 17.3 All time worked outside the ordinary hours of work prescribed by clause 9, Hours, of this award, will be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that an officer who works overtime on a public holiday as prescribed in clause 13, 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 in this subclause, in computing overtime, each days' work should stand alone.
- 17.4 Overtime will be calculated to the nearest quarter hour provided that periods of less than a quarter hour will not be counted.
- 17.5 Overtime will be calculated on an hourly rate of pay of the annual salary. In this regard the 10% loading is not part of annual salary and will not be taken into account when calculating payment of overtime.
- 17.6 Time spent travelling will not be calculated as overtime.
- 17.7 Approval to work overtime should be obtained from the Commander, NSW Police Force Band.
- 17.8 Where two or more periods of overtime are worked on one day, then only the time actually worked will count for the determination of the commencement of the payment of double time.
- 17.9 An officer may elect, subject to the convenience of the employer, to take time off in lieu of the payment of overtime.

18. Recall to Duty

- 18.1 "Recall to duty" is the interference with the period of time off work between the arrival of an officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for an officer to perform duty.
- A recall to duty commences when the officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next rostered shift whichever is the sooner.
- 18.2 An officer recalled to duty will be paid, subject to subclause 17.8 of clause 17, Overtime of this award, for the time worked on such recall to duty between normal rostered shifts a minimum of 3 hours at the overtime rate specified in subclause 17.3 for each time so recalled, except where such duty is continuous with the commencement of the next rostered shift.

- 18.3 An officer recalled to duty within 3 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 the commencement of such shift.
- 18.4 The minimum period for the payment of overtime worked specified in subclause 17.4 will not apply to entitlements under this clause.
- 18.5 An officer who performs the duty for which recalled within the minimum period of 3 hours should not be required to undertake any additional duty for the remainder of the 3 hour period.
- 18.6 An officer recalled to duty whose period of duty and travel to and from the place where the duty is performed exceeds 3 hours will, in addition to payment for the recall to duty, be compensated at the rate specified hereafter for travelling time in clause 20, for any period of travel exceeding 2 hours.
- 18.7 An officer recalled to duty during any period of annual or long service 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 8 hours at the rate of time and one half for each such day or part thereof.
- 18.8 Time worked in excess of 8 hours on any recall to duty during annual or long service leave will be compensated at the rate of double time.
- 18.9 Travelling time incurred in any recall to duty from annual or long service leave which exceed the minimum 8 hours granted under subclause 18.7 of this clause will be compensated at the rate of ordinary time.
- 18.10 An officer recalled to duty on a public holiday will be paid in accordance with subclause 18.2 of this clause.

19. Penalty Provisions Not Cumulative

Where two or more penalty and/or overtime provisions could apply in a particular situation, NSW Police Force will pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, will apply.

SECTION 5 - TRAVEL ARRANGEMENTS

20. Travelling Time

- 20.1 Travelling time will be compensated by the payment of ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 20.2 Travelling time will mean a period spent in the movement of an officer from one locality to another where the primary objective of the journey is the movement of that officer to the latter locality and no specific task other than travelling is directed in advance to be performed by such officer during that period.

Provided that travelling time will not apply in respect of:

- 20.2.1 Any period of travel during the rostered shift of an officer or any period during which overtime accrues.
- 20.2.2 Any period of travel between the home of an officer and place of attachment - provided further that when an officer is directed to perform duty at a location other than at the normal place of attachment, the travelling time to and from that locality which exceeds that taken in travelling between home and the place of attachment will be compensated in terms of subclause 20.1 of this clause.
- 20.2.3 Any period when an officer is travelling by train between the hours of 11 pm and 8 am when sleeping accommodation is provided.

20.2.4 Any period of travel by an officer recalled to duty in terms of subclause 18.1 of clause 18, Recall to Duty, of this award. Provided that any officer so recalled to duty who resides at such a distance from the place to which recalled that the officer cannot reasonably travel from the place of residence, perform the duty for which recalled and return to the place of 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 2 hours.

20.2.5 Any period between arrival of an officer at the destination or a place en route to the destination where accommodation is provided and departure from the destination or the place en route for the purpose of travelling to the destination or returning to the place of residence or the normal place of attachment.

Provided further that on the day of arrival of an officer at the destination and on the day of departure from the destination for the journey to the place of residence or normal place of attachment the officer will be compensated in terms of subclause 20.1 of this clause 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.

20.2.6 For the purpose of this subclause, any period between the hours of 6 pm and 8 am during which an officer is provided with accommodation at the destination will be disregarded.

21. Travelling Allowance

Travelling allowance provisions will be the same as those applying to non-commissioned police officers from time to time.

22. Travelling to Distant Work

22.1 Where an officer performs duty at a place other than the normal place of attachment, the time taken travelling to and from such place in excess of normal travelling time between home and the place of attachment will be compensated by payment at the rate of ordinary time.

22.2 An officer so employed will be entitled to recover from the employer the cost of any fares in excess of those normally incurred in travelling between home and the place of attachment.

SECTION 6 - LEAVE

23. Leave - General Provisions

23.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association.

23.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.

23.3 Unless otherwise specified in this award a temporary employee employed under Part 6A of the *Police Act 1990* is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.

23.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave will be taken before unpaid leave.

24. Absence from Work

- 24.1 A staff member must not be absent from work unless reasonable cause is shown.
- 24.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member must notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 24.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Commissioner may deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 24.4 The minimum period of leave available to be granted is one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 24.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

25. Applying for Leave

- 25.1 An application by a staff member for leave under this award must be made to and dealt with by the Commissioner.
- 25.2 The Commissioner will deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

26. Recreation Leave

- 26.1 Full time officers will be entitled to 6 weeks (228 hours) recreation leave per annum.
- 26.2 As a general principal recreation leave including additional leave (if applicable) will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 26.3 Consistent with the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009, the parties agree that a block of two weeks recreation leave must be taken each leave year unless insufficient paid leave is available.
- 26.4 Limits on Accumulation and Direction to take leave
- 26.4.1 Where the operational requirements permit, the application for leave will be dealt with by the Commissioner according to the wishes of the staff member.
- 26.4.2 The Commissioner will notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
- 26.4.3 The Commissioner will notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
- 26.4.4 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.

- 26.5 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner will: -
- 26.5.1 Specify in writing the period of time during which the excess may be conserved; and
- 26.5.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 26.5.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 26.6 Miscellaneous
- 26.6.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 26.6.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
- 26.6.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 26.6.4 of this subclause.
- 26.6.4 Recreation leave accrues during 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*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 26.6.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 25.6.4 of this subclause will be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 26.6.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 26.6.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 36, Parental Leave, of this award.
- 26.6.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 26.6.9 A staff member to whom paragraph 25.6.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 26.7 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the staff member's nominated beneficiary.
- 26.8 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 26.8.1 To the widow or widower of the staff member; or
- 26.8.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

- 26.8.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
- 26.8.4 If there is no person entitled under paragraph 26.8.1, 26.8.2 or 26.8.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment may be made to the personal representative of the staff member.
- 26.9 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays - Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, will be entitled to receive additional annual leave or payment as provided for in subclause 28.1 of clause 28, Additional Annual Leave, of this award.
- 26.10 Recreation leave does not accrue during leave without pay other than
- 26.10.1 military leave taken without pay when paid military leave entitlements are exhausted;
 - 26.10.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 26.10.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 26.10.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - 26.10.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 26.11 A staff member entitled to additional annual leave under subclause 28.1 of clause 28, Additional Annual Leave of this award, can elect at any time to cash out the additional recreation leave.

27. Annual Leave Loading

- 27.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 27.2 to 27.6 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 27.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member: -
- 27.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading will be calculated on the actual leave accrued or on five weeks, whichever is the lower.
 - 27.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of 4 weeks leave.
- 27.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 27.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - 27.3.2 17½% annual leave loading.

- 27.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable will not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 27.5 Leave year - For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.
- 27.6 Payment of annual leave loading - Payment of the annual leave loading will be made on the recreation leave accrued during the previous leave year and will be subject to the following conditions:
- 27.6.1 Annual leave loading for the previous leave year will be paid in the first pay on or after 1 December in the subsequent leave year.
- 27.6.2 Notwithstanding paragraph 27.6.1 above a staff member may, with appropriate notice, elect to defer the payment of annual leave loading to a subsequent pay period. Provided further that such deferral will be limited to the last pay on or before 31 December in the same leave year.
- 27.6.3 While annual leave loading will not be paid in the first leave year of employment it will be paid in the subsequent leave year in accordance with paragraphs 27.6.1 and 27.6.2 of this subclause.
- 27.6.4 A staff member who has not been paid annual leave loading for the previous leave year, will be paid annual leave loading on resignation, retirement or termination by the NSW Police Force for any reason other than the staff member's serious and intentional misconduct.
- 27.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

28. Additional Annual Leave

- 28.1 Officers are be entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period	Additional 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

- 28.2 A qualifying period means the period commencing 12 months from 1 December each year.

29. Extended Leave

Extended leave will accrue and be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2015.

30. Family and Community Service Leave

- 30.1 The Commissioner may grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 30.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 30.3 of this clause. Non-emergency appointments or duties should be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 30.2 Such unplanned and emergency situations may include, but not be limited to, the following: -

- 30.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- 30.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 30.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- 30.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- 30.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 30.3 Family and community service leave may also be granted for:
- 30.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- 30.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 30.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 33.4.2 of clause 33, Sick Leave to Care for Family Member, of this award.
- 30.5 Existing staff members employed on and from 1 May 2018, will accrue FACS leave on full pay as follows:
- 30.5.1 2 ½ days on 1 May 2018;
- 30.5.2 2 ½ days on 1 May 2019; and
- 30.5.3 1 day per year (1 May) thereafter.
- 30.6 Any staff member appointed from 1 May 2018, will accrue FACS leave on full pay as follows.
- 30.6.1 2 ½ days in the staff member's first year of service;
- 30.6.2 2 ½ days in the staff member's second year of service; and
- 30.6.3 1 day per year thereafter.
- 30.7 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner may consider applications for additional family and community service leave, if some other emergency arises.
- 30.8 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 30.9 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 33, Sick Leave to Care for a Sick Family Member, of this award will be granted when paid family and community service leave has been exhausted or is unavailable.

- 30.10 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

31. Sick Leave

- 31.1 Illness in this clause and in clauses 32 and 33 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

- 31.2 Payment for sick leave is subject to the staff member:

31.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and

31.2.2 Providing evidence of illness as soon as practicable if required by clause 32, Sick Leave - Requirements for Evidence of Illness, of this award.

- 31.3 If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:

31.3.1 Will grant to the staff member sick leave on full pay; and

31.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.

- 31.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:

31.4.1 is unable to carry out their duties without distress; or

31.4.2 risks further impairment of their health by reporting for duty; or

31.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public

- 31.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.

- 31.6 Entitlements - Any staff member appointed on or from 1 May 2018 will commence accruing sick leave in accordance with this clause immediately. Existing staff members employed as at 1 May 2018 will accrue sick leave in accordance with this clause from 1 May 2018 onwards.

31.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.

31.6.2 After the first four months of employment, the staff member will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.

31.6.3 After the first year of service, the staff member will accrue sick leave day to day at the rate of 15 working days per year of service.

31.6.4 All continuous service as a staff member in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

31.6.5 Notwithstanding the provisions of paragraph 31.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014, Regulation 30.

- 31.6.6 Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
- 31.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
- 31.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 31.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service must be supported by a satisfactory medical certificate.
- 31.8 Seasonal or relief staff - No paid sick leave may be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

32. Sick Leave - Requirements for Evidence of Illness

- 32.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 32.2 In addition to the requirements under subclause 31.2 of clause 31, Sick Leave, of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 32.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member 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.
- 32.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 32.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the NSWPF nominated medical assessor or its successor for advice.
- 32.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on the NSWPF nominated medical assessor or its successor's advice.
- 32.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 32.6 The granting of paid sick leave will be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 32.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 32.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,

- 32.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 32.7.1 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
- 32.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 32.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 32.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 32.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 32.9 Subclause 32.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

33. Sick Leave to Care for a Family Member

- 33.1 Where family and community service leave provided for in clause 30, Family and Community Service Leave, of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 33.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 33.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 33.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 32.6 of clause 32, Sick Leave - Requirements for Evidence of Illness, of this award.
- 33.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 33.4.1 The staff member being responsible for the care and support of the person concerned; and
- 33.4.2 The person concerned being: -
- (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member 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.

34. Sick Leave - Workers Compensation

- 34.1 The Commissioner will advise each staff member of their rights under the *Workers Compensation Act 1987*, as amended from time to time, and may give such assistance and advice, as necessary, in the lodging of any claim.
- 34.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, will be required to lodge a claim for any such compensation.
- 34.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner will assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 34.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 34.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner will grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 34.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim will be restored to the credit of the staff member.
- 34.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner will consider the reasons for the staff member's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 34.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member may not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 34.10 If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 34.11 No further sick leave will be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 34.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 34.12.1 The staff member's claim for workers compensation;
- 34.12.2 The conduct of a medical examination by a Government or other Medical Officer;

- 34.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 34.12.4 Action taken by the Commissioner either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

35. Sick Leave - Claims other than Workers Compensation

- 35.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987* sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that: -
- 35.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW Police Force to the staff member; and
- 35.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW Police Force the monetary value of any such period of sick leave.
- 35.2 Sick leave on full pay will not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Commissioner is satisfied that the refusal or failure is unavoidable.
- 35.3 On repayment to the NSW Police Force of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, will be restored to the credit of the staff member.

36. Parental Leave

- 36.1 Parental leave includes maternity, adoption and "other parent" leave.
- 36.2 Maternity leave will apply to a staff member who is pregnant and, subject to this clause the staff member will be entitled to be granted maternity leave as follows:
- 36.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 36.2.2 For a further period of up to 12 months after the actual date of birth.
- 36.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 36.3 Adoption leave will apply to a staff member adopting a child and who will be the primary care giver, the staff member will be granted adoption leave as follows:
- 36.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 36.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
- 36.3.3 Special Adoption Leave - A staff member will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, time off in lieu or family and community service leave.
- 36.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:

- 36.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 36.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 36.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 36.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 36.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 36.10 of this clause; and
- 36.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 36.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 36.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 36.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 36.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 36.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 36.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 36.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 36.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- 36.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 36.8 Except as provided in subclauses 36.5, 36.6 and 36.7 of this clause, parental leave will be granted without pay.

36.9 Right to request

36.9.1 A staff member who has been granted parental leave in accordance with subclause 36.2, 36.3 or 36.4 of this clause may make a request to the Commissioner to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

36.9.2 The Commissioner will consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.10 Notification Requirements

36.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.

36.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 36.9 of this clause.

36.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:

- (a) the date on which the parental leave is intended to start, and
- (b) the period of leave to be taken.

36.10.4 Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph 36.9.1 and the Commissioner's decision made under paragraph 36.9.2 must be recorded in writing.

36.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.

36.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.

- 36.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 36.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days' notice of the change unless the Commissioner decides otherwise.
- 36.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 36.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 36.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member will be appointed to a position of the same grade and classification as the staff member's former position.
- 36.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 36.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the NSW Police Force) must be given.
- 36.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 36.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 36.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 36.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- 36.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
- 36.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 36.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 36.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

36.20 Communication during parental leave

- 36.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force will take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- 36.20.2 The staff member will take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- 36.20.3 The staff member will also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 36.20.1 of this subclause.

37. Military Leave

- 37.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member 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 or compulsory parades conducted by the staff member's unit.
- 37.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 37.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 37.1 of this clause.
- 37.4 The Commissioner may grant a staff member 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.
- 37.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 37.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 37.6 Military Leave Top Up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 37.7 During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 37.8 At the expiration of military leave in accordance with subclause 37.3 or 37.4 of this clause, the staff member must 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.

38. Observance of Essential Religious or Cultural Obligations

- 38.1 A staff member of:
- 38.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 38.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, time off in lieu or leave without pay to do so.
- 38.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 38.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Commissioner subject to:
- 38.3.1 Adequate notice being given by the staff member;
 - 38.3.2 Prior approval being obtained by the staff member; and
 - 38.3.3 The time off being made up in the manner approved by the Commissioner.
- 38.4 Notwithstanding the provisions of subclauses 38.1, 38.2 and 38.3 of this clause, local arrangements may be negotiated between the NSW Police Force and the Association to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

39. Special Leave

- 39.1 Special Leave - Jury Service
- 39.1.1 A staff member will, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.
 - 39.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - 39.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner will grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner will grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 39.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member will be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity will be paid by the NSW Police Force.
- 39.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

- 39.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 39.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 39.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the NSW Police Force for the required period.
- 39.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 39.5 Special Leave - Examinations -
- 39.5.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to staff members for the purpose of attending at any examination approved by the Commissioner.
- 39.5.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.
- 39.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 39.6 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 39.7 Return Home When Transferred to New Location - Special leave will be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 39.8 A staff member who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the staff member to participate in the National Aboriginal and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 39.9 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the Government Sector Employment Regulation 2014 at the time the leave is taken.
- 39.10 Matters arising from domestic violence situations.
- When the leave entitlements referred to in clause 40, 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.

40. Leave for Matters Arising from Domestic Violence

- 40.1 The definition of domestic violence is found in subclause (h), of clause 2, Definitions, of this award.

- 40.2 Leave entitlements provided for in clause 30, Family and Community Service Leave, clause 31, Sick Leave and clause 33, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 40.3 Where the leave entitlements referred to in subclause 40.2 are exhausted, the Commissioner will grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 40.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 40.5 Personal Information concerning domestic violence will be kept confidential by the NSW Police Force.
- 40.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Personal Violence) Act 2007*.
- 40.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

41. Leave Without Pay

- 41.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 41.2 Leave without pay may be granted on a full-time or a part-time basis.
- 41.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member will be paid for any proclaimed public holidays falling during such leave without pay.
- 41.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of recreation leave.
- 41.5 A staff member who has been granted leave without pay, will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- 41.6 A staff member will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave must be taken before leave without pay.
- 41.7 No paid leave will be granted during a period of leave without pay.
- 41.8 A permanent appointment may be made to the staff member's position if:
- 41.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 41.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 41.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and

- 41.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 41.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 41.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 41.11 Subclause 41.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 36.9.1(a) of clause 36, Parental Leave or to military leave.

SECTION 7 - MISCELLANEOUS

42. Trade Union Training Courses

- 42.1 The following training courses will attract the grant of special leave as specified below: -
- 42.1.1 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 OH&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.
- 42.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (c) All travelling and associated expenses being met by the staff member or the Association;
 - (d) Attendance being confirmed in writing by the Association or a nominated training provider.

43. Deduction of Union Membership Fees

At the staff member's election, the Commissioner will provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association as a local arrangement.

44. Anti-Discrimination

- 44.1 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.
- 44.2 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.
- 44.3 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.

44.4 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.

44.5 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.

45. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service will be a probationary period and the officer's conduct and performance will be subject to review and report at 3 monthly intervals.

Promotional positions within the Police Band will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which officers will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

5.1 Advertisement Action

All promotional positions will be advertised on the approved government employment platform. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Role Description. The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

45.2 Selection Panel

A selection committee of identical composition to that required for any vacant Administrative Officer position in the NSW Police Force will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

45.3 Convenor

A convenor of the selection panel will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants.

The convenor will also undertake the administrative work associated with the selection process.

45.4 Culling of Applications

A cull will be conducted by the Panel based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

45.5 Notice of Interview

Applicants will be given at least 3 clear working days' notice of interview. Interviews should be held within 10 working days of the closing date of applications.

45.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they will be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview will be without pay. Every effort will be made to roster officers on duty to facilitate their attendance at interview.

45.7 Selection Panel Report

The Selection Panel will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

45.8 Approving Officer

The Region Commander (or equivalent) will under delegation from the Commissioner be the Approving Officer.

45.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

46. Study Assistance

46.1 The Commissioner has the power to grant or refuse study time.

46.2 Where the Commissioner approves the grant of study time, the grant will be subject to:

46.2.1 The course being a course relevant to the NSW Police Force and/or the public service;

46.2.2 The time being taken at the convenience of the NSW Police Force; and

46.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.

46.3 Study time may be granted to both full and part-time staff members. Part-time staff members however will be entitled to a pro-rata allocation of study time to that of a full-time staff member.

46.4 Study time may be used for:

46.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

46.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

46.4.3 Private study; and/or

46.4.4 Accumulation, subject to the conditions specified in subclauses 46.6 to 46.10 of this clause.

- 46.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows: -
- 46.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 46.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 46.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 46.6 to 46.10 of this clause.
- 46.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 46.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 46.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 46.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 46.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 46.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 46.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 46.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 46.14 Repeated subjects - Study time should not be granted for repeated subjects.
- 46.15 Expendable grant - Study time if not taken at the nominated time will be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 46.16 Examination Leave - Examination leave will be granted as special leave for all courses of study approved in accordance with this clause.
- 46.17 The period granted as examination leave will include:
- 46.17.1 Time actually involved in the examination;

- 46.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

46.18 The examination leave will be granted for deferred examinations and in respect of repeat studies.

47. Public Interest

- 47.1 The parties agree that any provision of this Award may be suspended by the Commissioner of Police where emergency circumstances or the public interest require that they be varied temporarily.
- 47.2 The Commissioner of Police reserves the right to apply to vary, after first consulting with the Association, any of the provisions of the Award which the Commissioner considers are no longer appropriate when regard is had to similar provisions then applying to non-commissioned police officers.

48. NSW Police Force Police Band Consultative Committee

- 48.1 It is intended for the purpose of this agreement to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 48.2 The parties agree that members of the Committee should include 3 representatives from the NSW Police Force (one being the Commander, NSW Police Force Band or nominee, the second being a further nominee of the Commander, NSW Police Force Band, and the third being a nominee of the Director, Public Affairs Branch); a representative of the Association and 2 delegates.
- 48.3 This Committee will meet on a needs basis within one week at the request of either party, or other agreed time frame.

49. Secure Employment

49.1 Work Health and Safety

49.1.1 For the purpose of this subclause, the following definitions will apply:

- (a) A 'labour hire business' is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which, might otherwise have been carried out by that other employer's own employees.

49.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

49.1.3 Nothing in this subclause 49.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

49.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.

49.3 This clause has no application in respect of organisations which are properly registered as Group Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

50. Area, Incidence and Duration

- 50.1 This award applies to all officers as defined in clause 2 (a) of this award.
- 50.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Force Police Band) Award 2018 published 22 June 2018 (383 I.G. 26), as varied.
- 50.3 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 19 October 2021.
- 50.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 50.5 Changes made to this award subsequent to it being published on 22 June 2018 (383 I.G. 26) have been incorporated into this award as part of the review.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the first full pay period to commence on or after 1 July 2021.

In addition to the salaries prescribed in Column 1, officers will be paid a loading in accordance with Column 2 for work performed on weekends and other incidents of employment not otherwise provided for elsewhere in this award.

Police Band 2021 rates			
Police Band Member FFPP 1.7.21	Per Annum \$	Per Annum \$	Per Annum \$
	Column 1 Base	Column 2 Loading	Column 3 Total
	2.04%	10%	2.04%
1st year of service	63,544	6,354	69,898

2nd year of service	64,679	6,468	71,147
3rd year of service	65,793	6,579	72,372
4th year of service	66,995	6,700	73,695
5th year of service	70,151	7,015	77,166
6th year of service and thereafter	71,369	7,137	78,506

Senior Police Band Member	Per Annum \$	Per Annum \$	Per Annum \$
	Column 1 Base 2.04%	Column 2 Loading 10%	Column 3 Total 2.04%
1st year of service and thereafter	74,055	7,406	81,461

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2021
1	15	Doubling Allowance	1178 per annum
2	16	Shift Work Allowance -	Effective from the first full pay period on or after 1.7.2020
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	44.24
	B	At or after 4pm and before 4am	51.61
	C	At or after 10am and before 1pm	29.49
	C	At or after 4am and before 6am	29.49

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2021
1	15	Doubling Allowance	1123 per annum
2	16	Shift Work Allowance -	Effective from the first full pay period on or after 1.7.2020
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	44.24
	B	At or after 4pm and before 4am	51.61
	C	At or after 10am and before 1pm	29.49
	C	At or after 4am and before 6am	29.49

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1305)

SERIAL C9468

**CROWN EMPLOYEES (NSW POLICE FORCE SPECIAL
CONSTABLES) (SECURITY) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 101301 of 2021)

Before Commissioner Sloan

19 October 2021

REVIEWED AWARD**Arrangement**

PART A

Clause No. Subject Matter

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PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A**SECTION 1 - FRAMEWORK****1. Title**

This award will be known as the Crown Employees (NSW Police Force Special Constables) (Security) Award 2018.

2. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Security) by the NSW Police Force who, as at 30 July 1997, were occupying one of such positions or who, after that date, were appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

- (c) "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Security).
- (e) "Special Constable (Security)" when used in the appropriate context may refer to all positions of Special Constables (Security) including promotional positions.
- (f) "Part Time Special Constable (Security)" means an officer employed under the provisions of clause 15, Part-time Employment, of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of clause 16, Casual Employment, of this award.
- (h) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (i) "Award" means the Crown Employees (NSW Police Force Special Constables) (Security) Award 2018.
- (j) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Disputes/Grievance Settlement Procedure

- 3.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award should be dealt with in the manner prescribed below:
 - 3.1.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought should be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
 - 3.1.2 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 officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
 - 3.1.3 Failing resolution of the issue further discussions will take place as soon as possible, and in any event within two working days of such failure, between the individual officer/s and at their request the local Association delegate or workplace representative and the Commander, Security Management Unit or nominee.
 - 3.1.4 If the dispute/grievance remains unresolved the officer/s, local delegate or workplace representative or Commander, Security Management Unit may refer the matter to Communications & Security Command for discussion between the Commander or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
 - 3.1.5 If the dispute/grievance is not resolved at that stage the matter is to be referred to the Workforce Relations & Reform Unit of the NSW Police Force who will assume responsibility for liaising with members of the Senior Executive Service of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.
 - 3.1.6 The matter will only be referred to the Industrial Relations Commission if:
 - (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance;
or

- (b) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 3.1.7 At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.
- 3.1.8 In cases where a dispute is premised on an issue of safety, consultation between the Association and the Workforce Relations & Reform Unit should be expedited. The status quo should remain until such matter is resolved.
- 3.1.9 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 3.1.10 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 3.1.11 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

4. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology, which may become available to assist in the provision of security services.

5. Introduction of Change

The parties agree to co-operate fully through the Special Constables (Security) Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Special Constables (Security) with the objective of ensuring the most efficient, effective and productive use of resources.

SECTION 2 - WAGES

6. Wages

An officer will, according to the position held and years of service, be paid a weekly wage of not less than the amounts as set out in Table 1 - Wages, of Part B, Monetary Rates.

7. Wage Packaging Arrangements, Including Wages Sacrifice to Superannuation

- 7.1 The entitlement to wage package in accordance with this clause is available to:
- (a) full-time and part-time officers; and
 - (b) casual officers, subject to New South Wales Police Force convenience, and limited to wage sacrifice to superannuation in accordance with subclause 7.7.
- 7.2 For the purposes of this clause:
- 7.2.1 "wage" means the rate of pay prescribed for the officer's classification by clause 6, Wages, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 7.2.2 "post compulsory deduction wage" means the amount of wage 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-HELP payments, child support payments, and judgement debtor/garnishee orders.

- 7.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction wage in order to obtain:
- 7.3.1 a benefit or benefits selected from those approved by the Commissioner, and
 - 7.3.2 an amount equal to the difference between the officer's wage, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 7.4 An election to wage package must be made prior to the commencement of the period of service to which the earnings relate.
- 7.5 The agreement will be known as a Wage Packaging Agreement.
- 7.6 Except in accordance with subclause 7.7, a Wage 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 Wage Packaging Agreement.
- 7.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction wage as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- 7.8 Where the officer makes an election to wage sacrifice, the employer will pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 7.9 Where the officer makes an election to wage package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the New South Wales Police Force must ensure that the officer's superable wage for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Wage Packaging Agreement had not been entered into.
- 7.10 Where the officer makes an election to wage package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the New South Wales Police Force must continue to base contributions to that fund on the wage payable as if the Wage Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the New South Wales Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 7.11 Where the officer makes an election to wage package:
- 7.11.1 subject to Australian Taxation law, the amount of wage packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- 7.11.2 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 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 rate of pay, will be calculated by reference to the rate of pay which would have applied to the officer under clause 6, Wages, or Part B of this Award if the Wage Packaging Agreement had not been entered into.
- 7.12 The New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations will apply to any existing or future Wage Packaging Agreement from date of such variation.
- 7.13 The New South Wales Police Force 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 Wage Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Wage Packaging Agreement.

8. Future Adjustments

The parties recognise that the wages prescribed in Table 1 - Wages, of Part B, Monetary Rates, establish a wages structure for Special Constables (Security). Should there be a variation to the Crown Employees (Public Sector - Salaries 2019) Award, or any award replacing it, during the term of this award, by way of salary increase, this award will be varied to give effect to any such salary increase from the operative date of the variation of the former award or replacement award.

SECTION 3 - ATTENDANCE/HOURS OF WORK

9. Hours

9.1 General

- 9.1.1 Except as provided in clause 15, Part Time Employment, and clause 16, Casual Employment, of this award, the ordinary hours of duty for officers will be an average of 38 per week or 76 per fortnight and will be worked from Sunday to Saturday inclusive.

The hourly rate for officers will be calculated on the basis of 1/38th.

- 9.1.2 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

9.2 38 Hour Week Operation

- 9.2.1 The 38 hour week is to be worked on the basis of a rostered day off per month in each 20 working days. This means that the officer accrues 0.4 of an hour each 8 hour shift towards having the 20th day off with pay.
- 9.2.2 In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time. Where there are seasonal or other considerations affecting NSW Police Force activities, rostered days off may be accrued in order to be taken in some normally less active period related to those considerations.
- 9.2.3 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service leave, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 9.2.4 Starting and finishing times are to be strictly observed with no afternoon tea break.
- 9.2.5 Wages and salaries will be paid into banking or other accounts.

- 9.2.6 There will be no payment of higher duties allowances arising from the rostered day off. There will be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 9.2.7 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading will occur as a result of the reduction in working hours.
- 9.3 All restrictive work practices are to be eliminated.

10. Flexible Rosters

- 10.1 Notwithstanding clause 9, Hours, of this award, the parties agree that where the majority of Special Constables (Security) in a given location or locations agree and the Commander, Security Management Unit agrees; a trial of a flexible roster system may be implemented. Such a trial will be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.
- 10.2 The conditions of any such trial will be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

11. Saturday and Sunday Work During Ordinary Hours

Except as provided for under clause 19, Shift Allowances - Part Time and Casual Officers, of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment on both Saturday and Sunday will be paid an allowance per week as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which will be in addition to their ordinary rate of pay in accordance with the rates contained in this clause. Provided that where an officer is absent on Sick Leave for a Saturday or Sunday shift, the above allowance will be reduced by one half for each shift or part of a shift so absent. Except as provided above and in clause 20, Overtime of this award, such additional sum will be part of the ordinary rate of pay for all purposes of the employment.

12. Night Shifts

- 12.1. Under normal rostering practices Special Constables (Security) will not be rostered to work more than seven (7) night shifts, (i.e., a full shift commencing at or after 4.00 pm and before 4.00 am), in any period of twenty-one (21) days, except in emergent circumstances as the roster progresses.
- 12.2 Where in emergent circumstances a Special Constable (Security) is required to work more than seven (7) night shifts in any period of twenty-one (21) days, no additional payment will follow.

13. Commencing Times

On the basis of long standing concession and practice, whilst ever standard 8 hour shifts are worked, the commencing times of rostered shifts will generally be 6.30 am, 2.30 pm and 10.30 pm. Provided that no additional penalties will apply and no overtime is to accrue unless a Special Constable (Security) coming off shift is requested to remain past the usual commencing times of 7.00 am, 3.00 pm and 11.00 pm, respectively. Provided further that where the needs of the work so require, commencing times as appropriate may be required.

14. Lactation Breaks

- 14.1 This clause applies to officers who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 14.2 A full time officer or a part time officer working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

- 14.3 A part time officer working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 14.4 A flexible approach on lactation breaks can be taken by mutual agreement between a officer and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the officer.
- 14.5 The Commissioner will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 14.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 14.7 Officers experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 14.8 Officers needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 29, Sick Leave, or access to flexible working hours provided in clause 10, Flexible Rosters, of this award, where applicable.

15. Part Time Employment

- 15.1 The parties agree that Special Constables (Security) may be employed on a part time basis for a period less than 38 hours in any one week.
- 15.2
- 15.2.1 Part time Special Constables (Security) will be paid an hourly rate calculated on the following basis:
- $$\frac{\text{Weekly Rate}}{38}$$
- 15.2.2 Provided that the weekly rate on engagement will be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 15.2.3 Provided further that a part time Special Constable (Security) will be eligible to receive a pro rata (based on hours worked) of the appropriate increment as set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the completion of each 12 months of satisfactory service.
- 15.3 Shift times for part time officers and the days on which such shifts will be worked will be set and regular.
- 15.4 Notwithstanding the provisions of subclause 15.3 of this clause, the times and days on which part time officers will work their hours and shifts may be altered by providing 24 hours' notice to facilitate the attendance of Special Constables (Security) where required.
- 15.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
- 15.5.1 Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 15.2 of this clause.

- 15.5.2 Granted the shift free of work - such a shift will count as one day's work for that week but no additional compensation will apply.
- 15.6 Overtime for part time officers. In the unusual event that overtime is to be worked by a part time officer, the overtime rates prescribed in clause 20 of this award will apply.
- 15.6.1 Overtime will only apply to those hours worked in excess of the daily rostered hours but will only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part time officer was rostered to work their usual hours, the standard hourly rate will apply to all hours up to 8 per day, after which time overtime rates will apply. Overtime rates will also apply for all hours worked in excess of 38 in any rostered week.
- 15.6.2 Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 10 of this award then overtime will only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 15.7 Entitlements for part time officers will be calculated on a pro rata basis.
- 15.8 Part time Special Constables (Security) are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full time Special Constables (Security).

16. Casual Employment

- 16.1 The parties agree that Special Constables (Security) may be employed on a casual basis.
- 16.2 A Casual Special Constable (Security) will mean an officer who is engaged and paid as such.
- 16.2.1 Casual Special Constables (Security) will be paid for each hour worked an hourly rate equal to one 38th of the rate applicable to a Special Constable (Security), 1st year of service as set out in Table 1 - Salaries, of Part B, Monetary Rates, plus a loading of 10%.
- 16.2.2 A casual officer will in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
- 16.2.3 A minimum payment of 3 hours at the appropriate rate will be made for each engagement.
- 16.2.4 Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in clause 20 of this award will apply. Such rates will be calculated on the rate prescribed in paragraph 16.2.1 of this subclause. Provided that overtime will only apply to those hours worked in excess of 8 in any one day.
- Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 10, Flexible Rosters, of this award then overtime rates will only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 16.2.5 A casual officer will be paid for all hours worked and will not with the exception of paragraph 16.2.2 of this subclause, accrue an entitlement to any form of leave.
- 16.3 The employment of existing Special Constables (Security) will not be prejudiced by the employment of any Casual Special Constable (Security).
- 16.4 The parties agree that casuals will only be utilised in situations where a commitment to the provision of security services is in place, but the day to day requirements for such services can fluctuate or change at the instigation of the management of any such place where the security is provided, and any such change is beyond the control of the management of the Security Management Unit of the NSW Police Force or the Special Constables (Security) themselves.

Provided that in any other situation where Special Constables (Security) are generally not available to work required overtime, the services of casuals may be utilised in such circumstances.

- 16.5 Casual officers are entitled to unpaid parental leave under section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996*.

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

- 16.6 Personal Carer's entitlement for casual officers

16.6.1 Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 16.6.4 of this subclause, and the notice requirements set out in paragraph 16.6.2 of this subclause.

16.6.2 The Commissioner and the casual officer will agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.

16.6.3 The Commissioner of Police must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

16.6.4 The casual officer will, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) 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, a casual officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- 16.7 Bereavement entitlements for casual officers

16.7.1 Casual officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence.

16.7.2 The Commissioner and the casual officer will agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.

16.7.3 The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not engage a casual officer are otherwise not affected.

17. Volunteer Duty

- 17.1 The parties agree that in situations where casual officers would otherwise be used to meet staffing requirements, full time officers may volunteer to perform additional duty in lieu of such casual engagements. Provided that:
- 17.2 Officers at or below the rank of Special Constable (Security) First Class who are on rest days or who are available to work extra duty at the completion of a shift or prior to the commencement of a shift may volunteer to perform additional duty as required.
- 17.3 Provided that an officer will not be eligible to perform additional duty under the terms of this clause, where the performance of such work would prevent them from having a full 8 hours free of duty between their normal rostered shifts.
- 17.4 When an officer performs additional duty under the provisions of this clause they will be paid for all hours worked on such duty at the rate of single time.
- 17.5 An officer performing additional duty under the provisions of this clause will not be entitled to the provisions of clauses 11, 18, 20 and 22 of this award for any work so performed.
- 17.6 Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they will be utilised in preference to casual officers.
- 17.7 The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

SECTION 4 - ALLOWANCES AND OVERTIME

18. Shift Work Allowance

Except as provided for under clause 19, Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment from 3.00 pm to 7.00 am Monday to Friday, will be paid an allowance per week in addition to their ordinary rate of pay in accordance with the rates set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that where an officer is absent on Sick Leave for a Monday to Friday shift, the above allowance will be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in clause 20, Overtime, of this award, such additional sum will be part of the ordinary rate of pay for all purposes of the employment.

19. Shift Allowances, Part Time and Casual Officers

- 19.1 Part time and Casual officers engaged under clause 15, Part Time Employment, and clause 16, Casual Employment, of this award, will in lieu of the allowances prescribed in clauses 11 and 18 of this award, be paid the following shift loadings for the ordinary hours so worked.
- 19.2 Shifts Monday to Friday
- | | | |
|--------------|------|---------------------------------------------------------------|
| 10% loading | (i) | A shift commencing at or after 4.00 am and before 6.00 am; or |
| | (ii) | A shift commencing at or after 10.00 am and before 1.00 pm. |
| 12½% loading | | A shift commencing at or after 1.00 pm and before 4.00 pm. |
| 15% loading | | A shift commencing at or after 4.00 pm and before 4.00 am. |

19.3 Weekends and Public Holidays

Irrespective of the time a shift commences on a Saturday, Sunday or Public Holiday, the hours worked on an ordinary shift on such days will attract loadings as follows:

50% loading For all time worked between midnight Friday and midnight Saturday

75% loading For all time worked between midnight Saturday and midnight Sunday.

150% loading For all time worked on a Public Holiday.

19.4 Shift, weekend and public holiday loadings are not cumulative.

19.5 The above loadings will be disregarded in computing payments for overtime under clause 20 of this Award.

20. Overtime

20.1 Subject to subclause 20.2 of this clause, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.

20.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

- (a) any risk to officer health and safety;
- (b) the officer's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the Commander, Security Management Unit of the overtime and by the officer of his or her intention to refuse it; and
- (e) any other relevant matter.

20.3 With the exception of work performed under the provisions of clause 17, Volunteer Duty, of this award, all work performed outside the ordinary rostered hours of duty will be paid as follows:

- (a) For all work performed outside the ordinary rostered hours the rate of pay will be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work will stand alone.
- (b) All overtime worked on Sundays will be paid for at the rate of double time.
- (c) All overtime worked on a Public Holiday will be paid for at the rate of double time and one half.
- (d) Provided that the allowances prescribed in clauses 11, 18 and 19 of this award will be disregarded in computing payments for overtime worked.
- (e) Meal Allowance - after working ordinary hours an officer required to work overtime in excess of one hour will be paid an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 3 for a subsequent meal after the officer has worked a further 4 hours overtime, unless notice of work has been given to such officer on or before the termination of the previous shift or day worked as the case may be.

21. Mixed Functions

- 21.1 Where a Special Constable (Security) is directed to and performs the duties of a promotional position which attracts a higher rate of pay for at least two hours on any day or shift they will be paid the higher rate for such day or shift; provided that where an officer is engaged in the performance of higher duties for less than two hours on any one day or shift, payment will be at the higher rate for the time so worked. The higher rate applicable will be that which applies at the first year rate of pay for such promotional positions.
- 21.2 Any officer who is required to perform work temporarily for which a lower rate is paid, will not suffer any reduction in wages whilst so employed. There will be no payment of higher duties allowances arising from the operation of the 38 hour week.

22. Public Holidays

Full time Special Constables (Security) will be paid for Public Holidays as follows:

- 22.1 Where a Public Holiday occurs on an officer's rest day off duty and -
- 22.1.1 they are not required to work on that day, one day extra will be added to the annual leave of the officer or at the officer's election they will be paid 8 hours ordinary pay in respect of such day;
 - 22.1.2 they are required to work on that day such officer will be paid double time and one half for such overtime.
- 22.2 Where a Public Holiday occurs on an officers rostered day on duty they may be -
- 22.2.1 required to work - in which case they will be paid at the rate of time and a half extra calculated on the ordinary base rate of pay or half time extra and be granted one day extra to be added to their annual leave;
 - 22.2.2 granted the shift free of work - such a shift will count as one day's work for that week but no additional compensation will apply.

SECTION 5 - LEAVE

23. Leave - General Provisions

- 23.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association.
- 23.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 23.3 Unless otherwise specified in this award a temporary employee employed under Part 6A of the *Police Act 1990* is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 23.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave will be taken before unpaid leave.

24. Absence from Work

- 24.1 A staff member must not be absent from work unless reasonable cause is shown.

- 24.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member must notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 24.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Commissioner may deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 24.4 The minimum period of leave available to be granted is one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 24.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

25. Applying for Leave

- 25.1 An application by a staff member for leave under this award must be made to and dealt with by the Commissioner.
- 25.2 The Commissioner will deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

26. Recreation Leave

- 26.1 Full time officers will be entitled to five (5) weeks recreation leave per annum.
- 26.2 Part time officers engaged under clause 15 of this award and who normally work Monday to Saturday will receive a pro rata of four (4) weeks recreation leave per annum based on hours worked. Those part time officers who normally work Monday to Sunday and whose services are normally required on public holidays will receive a pro rata of five (5) weeks recreation leave per annum based on hours worked. Any change to the part time arrangement will result in a change of entitlement.
- 26.3 As a general principle, recreation leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 26.4 Consistent with the Crown Employees (NSW Police Administrative Officers and Temporary Employees) Award 2009, the parties agree that a block of two weeks recreation leave must be taken each leave year unless insufficient paid leave is available.
- 26.5 Limits on Accumulation and Direction to take leave
- 26.5.1 Where the operational requirements permit, the application for leave will be dealt with by the Commissioner according to the wishes of the staff member.
- 26.5.2 The Commissioner will notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
- 26.5.3 The Commissioner will notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
- 26.5.4 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.

- 26.6 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner will: -
- 26.6.1 Specify in writing the period of time during which the excess may be conserved; and
- 26.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 26.6.2 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 26.7 Miscellaneous
- 26.7.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 26.7.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
- 26.7.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 26.7.4 of this subclause.
- 26.7.4 Recreation leave accrues during 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*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 26.7.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 26.7.4 of this subclause will be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 26.7.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 26.7.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 34, Parental Leave, of this award.
- 26.7.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 26.7.9 A staff member to whom paragraph 26.7.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 26.8 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the staff member's nominated beneficiary.
- 26.9 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 26.9.1 To the widow or widower of the staff member; or
- 26.9.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

26.9.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or

26.9.4 If there is no person entitled under paragraph 26.9.1, 26.9.2 or 26.9.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment will be made to the personal representative of the staff member.

26.11 Recreation leave does not accrue during leave without pay other than

26.11.1 military leave taken without pay when paid military leave entitlements are exhausted;

26.11.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

26.11.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

26.11.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or

26.11.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

27. Extended Leave

Extended leave will accrue and be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2015.

28. Family and Community Service Leave

28.1 The Commissioner may grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 28.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 28.3 of this clause. Non-emergency appointments or duties should be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

28.2 Such unplanned and emergency situations may include, but not be limited to, the following: -

28.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

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

28.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;

28.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

28.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.

- 28.3 Family and community service leave may also be granted for:
- 28.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 28.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 28.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 31.4.2 of clause 31, Sick Leave to Care for Family Member, of this award.
- 28.5 Existing staff members employed on and from 1 May 2018, will accrue FACS leave on full pay as follows:
- 28.5.1 2 ½ days on 1 May 2018;
 - 28.5.2 2 ½ days on 1 May 2019; and
 - 28.5.3 1 day per year (1 May) thereafter.
- 28.6 Any staff member appointed from 1 May 2018, will accrue FACS leave on full pay as follows.
- 28.6.1 2 ½ days in the staff member's first year of service;
 - 28.6.2 2 ½ days in the staff member's second year of service; and
 - 28.6.3 1 day per year thereafter.
- 28.7 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner may consider applications for additional family and community service leave, if some other emergency arises.
- 28.8 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 28.9 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 31, Sick Leave to Care for a Sick Family Member of this award will be granted when paid family and community service leave has been exhausted or is unavailable.
- 28.10 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

29. Sick Leave

- 29.1 Illness in this clause and in clauses 30 and 31 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 29.2 Payment for sick leave is subject to the staff member:
- 29.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - 29.2.2 Providing evidence of illness as soon as practicable if required by clause 30, Sick Leave - Requirements for Evidence of Illness, of this award.

- 29.3 If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:
- 29.3.1 Will grant to the staff member sick leave on full pay; and
 - 29.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 29.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 29.4.1 is unable to carry out their duties without distress; or
 - 29.4.2 risks further impairment of their health by reporting for duty; or
 - 29.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 29.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 29.6 Entitlements - Any staff member appointed on or from 1 May 2018 will commence accruing sick leave in accordance with this clause immediately. Existing staff members employed as at 1 May 2018 will accrue sick leave in accordance with this clause from 1 May 2018 onwards.
- 29.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
 - 29.6.2 After the first four months of employment, the staff member will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 29.6.3 After the first year of service, the staff member will accrue sick leave day to day at the rate of 15 working days per year of service.
 - 29.6.4 All continuous service as a staff member in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 29.6.5 Notwithstanding the provisions of paragraph 29.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014, Regulation 30.
 - 29.6.6 Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
 - 29.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
 - 29.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 29.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service will be supported by a satisfactory medical certificate.
- 29.8 Seasonal or relief staff - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

30. Sick Leave - Requirements for Evidence of Illness

- 30.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 30.2 In addition to the requirements under subclause 29.2 of clause 29, Sick Leave, of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 30.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member 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.
- 30.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 30.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the NSWPF nominated medical assessor or its successor for advice.
- 30.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on the NSWPF nominated medical assessor or its successor's advice.
- 30.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 30.6 The granting of paid sick leave will be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 30.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 30.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
- 30.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 30.7.1 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
- 30.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 30.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 30.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 30.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

- 30.9 Subclause 30.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

31. Sick Leave to Care for a Family Member

- 31.1 Where family and community service leave provided for in clause 28, Family and Community Service Leave, of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 31.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 31.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 31.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 30.6 of clause 30, Sick Leave - Requirements for Evidence of Illness, of this award.
- 31.4 The entitlement to use sick leave in accordance with this clause is subject to:

31.4.1 The staff member being responsible for the care and support of the person concerned; and

31.4.2 The person concerned being:-

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member 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.

32. Sick Leave - Workers Compensation

- 32.1 The Commissioner will advise each staff member of their rights under the *Workers Compensation Act 1987*, as amended from time to time, and may give such assistance and advice, as necessary, in the lodging of any claim.
- 32.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, will be required to lodge a claim for any such compensation.

- 32.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner will assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 32.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 32.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner will grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 32.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim will be restored to the credit of the staff member.
- 32.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner will consider the reasons for the staff member's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 32.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member may not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 32.10 If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 32.11 No further sick leave will be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 32.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 32.12.1 The staff member's claim for workers compensation;
 - 32.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 32.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 32.12.4 Action taken by the Commissioner either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

33. Sick Leave - Claims other than Workers Compensation

- 33.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987* sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that: -

- 33.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW Police Force to the staff member; and
- 33.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW Police Force the monetary value of any such period of sick leave.
- 33.2 Sick leave on full pay will not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Commissioner is satisfied that the refusal or failure is unavoidable.
- 33.3 On repayment to the NSW Police Force of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, will be restored to the credit of the staff member.

34. Parental Leave

- 34.1 Parental leave includes maternity, adoption and "other parent" leave.
- 34.2 Maternity leave will apply to a staff member who is pregnant and, subject to this clause the staff member will be entitled to be granted maternity leave as follows:
- 34.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 34.2.2 For a further period of up to 12 months after the actual date of birth.
- 34.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 34.3 Adoption leave will apply to a staff member adopting a child and who will be the primary care giver, the staff member will be granted adoption leave as follows:
- 34.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 34.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
- 34.3.3 Special Adoption Leave - A staff member will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, time off in lieu or family and community service leave.
- 34.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 34.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 34.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 34.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 34.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- 34.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 34.10 of this clause; and
- 34.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 34.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 34.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 34.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 34.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 34.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 34.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 34.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 34.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- 34.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 34.8 Except as provided in subclauses 34.5, 34.6 and 34.7 of this clause, parental leave will be granted without pay.
- 34.9 Right to request
- 34.9.1 A staff member who has been granted parental leave in accordance with subclause 34.2, 34.3 or 34.4 of this clause may make a request to the Commissioner to:
- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the staff member in reconciling work and parental responsibilities.
- 34.9.2 The Commissioner will consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may

only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

34.10 Notification Requirements

- 34.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.
- 34.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 34.9 of this clause.
- 34.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 34.10.4 Staff member's request and the Commissioner's decision to be in writing
- The staff member's request under paragraph 34.9.1 and the Commissioner's decision made under paragraph 34.9.2 must be recorded in writing.
- 34.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- 34.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.
- 34.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 34.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days' notice of the change unless the Commissioner decides otherwise.
- 34.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 34.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 34.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member will be appointed to a position of the same grade and classification as the staff member's former position.

- 34.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 34.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the NSW Police Force) must be given.
- 34.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 34.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 34.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 34.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 34.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
 - 34.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 34.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include but, is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 34.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 34.20 Communication during parental leave
- 34.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force will take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - 34.20.2 The staff member will take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

- 34.20.3 The staff member must also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 34.20.1 of this subclause.

35. Military Leave

- 35.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member 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 or compulsory parades conducted by the staff member's unit.
- 35.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 35.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 35.1 of this clause.
- 35.4 The Commissioner may grant a staff member 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.
- 35.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 35.3 of this clause may be granted Military Leave Top Up Pay by the Commissioner.
- 35.6 Military Leave Top Up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 35.7 During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 35.8 At the expiration of military leave in accordance with subclause 35.3 or 35.4 of this clause, the staff member must 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.

36. Observance of Essential Religious or Cultural Obligations

- 36.1 A staff member of:
- 36.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 36.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, time off in lieu or leave without pay to do so.
- 36.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 36.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Commissioner subject to:
- 36.3.1 Adequate notice being given by the staff member;

- 36.3.2 Prior approval being obtained by the staff member; and
- 36.3.3 The time off being made up in the manner approved by the Commissioner.
- 36.4 Notwithstanding the provisions of subclauses 36.1, 36.2 and 36.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

37. Special Leave

37.1 Special Leave - Jury Service

37.1.1 A staff member will, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.

37.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.

37.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner will grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner may grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

37.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member will be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity will be paid by the NSW Police Force.

37.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

37.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

37.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

37.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the NSW Police Force for the required period.

37.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

37.5 Special Leave - Examinations -

37.5.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to staff members for the purpose of attending at any examination approved by the Commissioner.

37.5.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.

- 37.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 37.6 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 37.7 Return Home When Transferred to New Location - Special leave will be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 37.8 A staff member who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the staff member to participate in the National Aboriginal and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 37.9 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the Government Sector Employment Regulation 2014 at the time the leave is taken.
- 37.10 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 38, 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.

38. Leave for Matters Arising from Domestic Violence

- 38.1 The definition of domestic violence is found in clause 2(j), of clause 2, Definitions, of this award.
- 38.2 Leave entitlements provided for in clause 28, Family and Community Service Leave, clause 29, Sick Leave and clause 31, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 38.3 Where the leave entitlements referred to in subclause 38.2 are exhausted, the Commissioner will grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 38.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 38.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 38.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Personal Violence) Act 2007*.
- 38.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

39. Leave Without Pay

- 39.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 39.2 Leave without pay may be granted on a full-time or a part-time basis.
- 39.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member will be paid for any proclaimed public holidays falling during such leave without pay.
- 39.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of recreation leave.
- 39.5 A staff member who has been granted leave without pay, will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- 39.6 A staff member will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.
- 39.7 No paid leave will be granted during a period of leave without pay.
- 39.8 A permanent appointment may be made to the staff member's position if:
- 39.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 39.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 39.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 39.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 39.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 39.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 39.11 Subclause 39.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 34.9.1(a) of clause 34, Parental Leave or to military leave.

SECTION 6 - MISCELLANEOUS

40. Trade Union Training Courses

- 40.1 The following training courses will attract the grant of special leave as specified below: -
- 40.1.1 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.

40.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
- (c) All travelling and associated expenses being met by the staff member or the Association;
- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

41. Deduction of Union Membership Fees

At the staff member's election, the Commissioner will provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association as a local arrangement.

42. Anti-Discrimination

42.1 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.

42.2 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.

42.3 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.

42.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

42.5 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.

43. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service for Special Constables (Security) will be a probationary period and the officer's conduct and performance will be subject to review and report at 3 monthly intervals.

The positions of Senior Special Constable (Security) are promotional positions, which will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which Special Constables (Security) will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

43.1 Advertisement Action

All promotional positions will be advertised on iworkfor.nsw.gov.au. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Role Description (formerly known as a Position Overview). The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

43.2 Selection Committee

A selection panel of identical composition to that required for any vacant Administrative Officer position in the NSW Police Force will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

43.3 Convenor

A convenor of the selection panel will be nominated. The role of the convenor will include ensuring that no member of the panel has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants. The convenor will also undertake the administrative work associated with the selection process.

43.4 Culling of Applications

A cull will be conducted by the panel based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

43.5 Notice of Interview

Applicants will be given at least 3 clear working days' notice of interview. Interviews should be held within 10 working days of the closing date of applications.

43.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they will be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview will be without pay. Every effort will be made to roster officers on duty to facilitate their attendance at interview.

43.7 Selection Committee Report

The selection panel will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

43.8 Approving Officer

The Region Commander (or equivalent), will under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions will be published at the earliest possible opportunity in the Police Monthly.

43.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

44. Training and Development

44.1 The parties recognise the professional obligations of all Special Constables (Security) to ensure that they remain abreast of changes and developments in the security field as they relate to their duties. To this end the NSW Police Force will provide a comprehensive training program for Special Constables (Security) generally and for those occupying promotional positions.

44.2 All officers will be actively encouraged to participate in other staff development courses to improve their own development and individual competencies.

45. Study Assistance

45.1 The Commissioner has the power to grant or refuse study time.

45.2 Where the Commissioner approves the grant of study time, the grant will be subject to:

45.2.1 The course being a course relevant to the NSW Police Force and/or the public service;

45.2.2 The time being taken at the convenience of the NSW Police Force; and

45.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.

45.3 Study time may be granted to both full and part-time staff members. Part-time staff members however will be entitled to a pro-rata allocation of study time to that of a full-time staff member.

45.4 Study time may be used for:

45.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

45.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

45.4.3 Private study; and/or

45.4.4 Accumulation, subject to the conditions specified in subclauses 45.6 to 45.10 of this clause.

45.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-

- 45.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 45.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 45.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 45.6 to 45.10 of this clause.
- 45.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 45.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 45.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 45.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 45.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 45.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 45.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 45.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 45.14 Repeated subjects - Study time may not be granted for repeated subjects.
- 45.15 Expendable grant - Study time if not taken at the nominated time will be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 45.16 Examination Leave - Examination leave will be granted as special leave for all courses of study approved in accordance with this clause.
- 45.17 The period granted as examination leave will include:
- 45.17.1 Time actually involved in the examination;
- 45.17.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 45.18 The examination leave will be granted for deferred examinations and in respect of repeat studies.

46. Special Constable (Security) Consultative Committee

- 46.1 It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 46.2 The parties agree that members of the Committee should include a representative from the Security Management Unit; Communications & Security Command, a representative of the Association and one delegate.
- 46.3 This Committee will meet on a needs basis within one week at the request of either party, or other agreed time frame.

47. Uniforms

Suitable uniforms of good quality as approved by the Commissioner of Police will be provided to all Special Constables (Security) on the following basis:

47.1 Initial Issue Full Time Officers

All full time Special Constables (Security) recruited to the NSW Police Force will be issued with the following items of uniform:

Male Officers

One (1) set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
Two (2) Jumpers
Four (4) Pairs of Trousers
Eight (8) Shirts
Two (2) Ties
Two (2) Pairs of Boots
One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat
Cover
One (1) Antron Cap
One (1) Raincoat
One (1) Cap Cover
Seven (7) Pairs of Socks

Female Officers

One (1) Set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
Two (2) Jumpers
One (1) Raincoat
Four (4) Pairs of Culottes
Two (2) Pairs of Slacks
Eight (8) Blouses
One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat
Cover
Two (2) Pairs of Boots
One (1) Dress Hat
One (1) Dress Hat Cover
Two (2) Ties
Three (3) Pairs of Socks

(a) Annual Issue

All full time male Special Constables (Security) will be issued in their second and subsequent years of service, with seven (7) pairs of socks. All full time female Special Constables (Security) will be issued, in their second and subsequent years of service, with three (3) pairs of socks.

(b) Stocking Allowance

All full time female Special Constables (Security) will, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under clause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.2 Initial Issue Part Time Officers

All part time Special Constables (Security) recruited to the NSW Police Force will be issued with the following items of uniform:

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	One (1) Raincoat
Four (4) Shirts	Two (2) Pairs of Culottes
Two (2) Ties	One (1) Pair of Slacks
Two (2) Pairs of Boots	Four (4) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat cover	One (1) Wide-brimmed Hat cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat
One (1) Cap Cover	One (1) Dress Hat Cover
Five (5) Pairs of Socks	Two (2) Ties
	Two (2) Pairs of Socks

(a) Annual Issue

All part time male Special Constables (Security) will be issued in their second and subsequent years of service, with five (5) pairs of socks. All part time female Special Constables (Security) will be issued, in their second and subsequent years of service, with two (2) pairs of socks.

(b) Stocking Allowance

All part time female Special Constables (Security) will, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under subclause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.3 Initial Issue Casual Officers

All casual Special Constables (Security) recruited to the NSW Police Force will be issued with the following items of uniform:

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	Two (2) Pairs of Culottes
Three (3) Shirts	One (1) Pair of Slacks
One (1) Tie	Three (3) Blouses
One (1) Pair of Boots	One (1) Pair of Boots
One (1) Antron Cap	One (1) Dress Hat
Three (3) Pairs of Socks	One (1) Ties
	Two (2) Pairs of Socks

(a) Annual Issue

All casual male Special Constables (Security) will be issued in their second and subsequent years of service, with three (3) pairs of socks. All casual female Special Constables (Security) will be issued, in their second and subsequent years of service, with two (2) pairs of socks.

(b) Stocking Allowance

All casual female Special Constables (Security) will, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.4 Condemnation

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

47.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, will be paid while so required to work an allowance equal to a pro rata (based on days/hours worked in plain clothes) of the allowance prescribed in clause 65.9 of the Crown Employees (Police Officers - 2017) Award.

Provided that such an allowance will not be payable prior to the officer receiving the initial issue of clothing provided for in subclauses 47.1, 47.2 and 47.3 of this clause.

48. Secure Employment

48.1 Work Health and Safety

48.1.1 For the purposes of this subclause, the following definitions will apply:

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

48.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

48.1.3 Nothing in this subclause 48.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

48.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.

48.3 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

49. Area, Incidence and Duration

49.1 This award applies to all officers as defined in part 2 of this award.

49.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Force Special Constables (Security Award) 2018 published on 22 June 2018 (383 I.G. 60), as varied.

49.3 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 (insert date).

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

49.5 Changes made to this award subsequent to it being published on 22 June 2018 (383 I.G. 60) have been incorporated into this award as part of the review.

PART B

MONETARY RATES

Table 1 - Wages

Progression to the 2nd and 3rd year rate will be dependent upon completion of 12 months satisfactory service at the previous year's rate of pay and satisfactory conduct.

Effective from the first full pay period to commence on or after 1 July 2021.

An officer will according to rank held and years of service be paid a weekly wage of not less than the following:

(a) Special Constable (Security)

	Per Week \$
1st year of service	1,062.60
2nd year of service	1,080.60
3rd year of service and thereafter	1,101.50

Progression to the 2nd and 3rd year rate will be dependent upon completion of 12 months satisfactory service at the previous year's rate of pay and satisfactory conduct.

(b) Special Constable (Security) First Class

1st year of service and thereafter	\$ 1,120.40
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Providing that for progression to the position of Special Constable (Security) First Class the officer has completed 12 months satisfactory service at the 3rd year Special Constable (Security) level and the Commissioner is of the opinion that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

(c) Senior Special Constable (Security)

1st year of service	\$ 1,199.10
2nd year of service and thereafter	\$ 1226.30

(d) Special Constable (Security), Field Supervisor

1st year of service	\$ 1,372.10
2nd year of service and thereafter	\$ 1,401.50

The parties agree that the final numbers and locations of promotional positions is recognised as a management prerogative of the Commissioner of Police.

The parties agree that confirmation of appointment to the rank of Senior Special Constable (Security) will be subject to the successful completion of an appropriate supervisory course.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2021
1	18	Full time Special Constables (Security), Monday to Friday Shift Allowance	72.45 per week
2	11	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	204.75 per week
			Effective from the first full pay period on or after 30.7.1997
3	20.3(e)	Meal Allowance Subsequent Meal Allowance after	6.00 per meal 5.50 per meal

D. SLOAN, *Commissioner*

(1219)

SERIAL C9458

**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF
COMMUNITIES AND JUSTICE - CORRECTIVE SERVICES NSW)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 179311 of 2021)

Before Commissioner Sloan

7 October 2022

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

- | | |
|-----|-------------------------------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 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 |
| 16. | Performance Agreement |
| 17. | Permanent Part-time |
| 18. | Professional Conduct |
| 19. | Equality of Employment and Elimination of
Discrimination |
| 20. | Harassment Free Workplace |
| 21. | Anti-Discrimination |
| 22. | Work Health and Safety |
| 23. | Flexible Working and Operational Arrangements |
| 24. | Deduction of Association Membership Fees |
| 25. | Grievance and Dispute Resolution Procedures |
| 26. | No Further Claims |
| 27. | Savings of Rights |
| 28. | Area, Incidence and Duration |

PART B

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

2. Title

This Award is to be known as the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, 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.

"Assistant Superintendent" means a commissioned officer occupying a role at the rank of Assistant Superintendent.

"Award" means this Award.

"Division Head" means the Secretary of the Department of Communities and Justice as listed in Column 2 of Schedule 1 of the Act.

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

"Corrective Services NSW (CSNSW)" means a division within the Department of Communities and Justice, as specified in Schedule 1 of the Act.

"General Manager/Governor" means a commissioned officer occupying a role at the rank of General Manager in charge of Correctional Centres or other positions so designated by the Division Head or delegate.

"Manager Business Unit" means a commissioned officer occupying a role of Manager Business Unit within Corrective Services Industries.

"Manager Centre Services and Employment" means a commissioned officer occupying a role of Manager Centre Services and Employment within Corrective Services Industries.

"Manager of Industries Levels 1 and 2" means a commissioned officer occupying a role of Manager of Industries Level 1 or Level 2 within Corrective Services Industries.

"Manager Security" means a commissioned officer occupying a role of Manager Security.

"Officer" means all persons employed on an ongoing, temporary or casual basis (as defined by the Act), in a role within CSNSW pursuant to the provisions of the Act, of: Senior Assistant Superintendent, Assistant Superintendent, Manager of Industries Levels 1 and 2, Manager Centre Services and Employment, Manager Business Unit, Regional Business Manager and Operations Manager and who are occupying one of the role covered by this Award at its operative date, or are appointed to or employed in one of these positions after that date.

"Operations Manager" means a commissioned officer occupying a role of Operations Manager within Corrective Services Industries.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full 38 hour week contained in this Award.

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

"Regional Business Manager" means a commissioned officer occupying a role of Regional Business Manager within Corrective Services Industries.

"Regulation" means Government Sector Employment Regulation 2014.

"Senior Assistant Superintendent" means a commissioned officer occupying a role at the rank of Senior Assistant Superintendent.

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:
- 4.1.1 Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
- 4.1.2 Crown Employees (Transferred Employees Compensation) Award or its replacement.
- 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 employment for officers will be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068) 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 the Department'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 or delegate.
- 5.4 The parties acknowledge that the changes to rostering practices and the annualisation of salaries are not intended to disadvantage officers engaged under this Award.

6. Hours of Work

- 6.1 The ordinary full time hours of work for officers on a 5 day working arrangement employed under this Award will be an average of 38 hours per week, to be worked Monday to Friday inclusive. In exceptional circumstances work can be undertaken outside of Monday to Friday by agreement with the officer and his/her supervisor.
- 6.2 The ordinary full time hours of work for officers on a 7 day or 5 of 7 day working arrangement employed under this Award will be an average of 38 hours per week over a 28 day period, to be worked Monday to Sunday inclusive.
- 6.3 Weekend work for 7 day and 5 of 7 day workers are to be equitably distributed over a 12 month period and displayed on the 28 day roster. Such 5 of 7 or 7 day workers will not be rostered for work for more than an average of 2 weekends per 19 day roster period worked.

- 6.4 Officers will have the opportunity to swap shifts as agreed by their Manager Security or officer in charge.
- 6.5 Officers may, with the approval of the Operations Scheduling Unit, request to vary the 12 week roster as promulgated, in liaison with the Manager Security of the Correctional Centre.

7. Public Holidays

- 7.1 Officers engaged under this Award and who regularly perform rostered duty on Sundays and Public Holidays are to receive the following compensation and are subject to the following conditions:
- 7.2 When rostered off on a public holiday - no additional compensation or payment.
- 7.3 When rostered on a public holiday and work performed - no additional payment.
- 7.4 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

- 7.5 The additional payment is to be made after the 1st December in each year for the preceding twelve months, provided that:
- 7.5.1 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 subclause 7.4 of this clause from the preceding 1st December until the date of termination, resignation or retirement.
- 7.5.2 Payment will be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.
- 7.6 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 Years' Day Public Holiday.

8. Rostered Day Off

- 8.1 The hours of work prescribed in subclauses 6.1 and 6.2 of clause 6, Hours of Work are to 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. 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. When the rostered day off is changed by mutual agreement, another day is to 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.

- 8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause is to be 12 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 is to contribute towards the accrual of a rostered day off except where paid workers compensation and extended leave are current throughout the roster cycle. Where an officers 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:
- 8.6.1 payment in lieu of rostered days off; and/or
- 8.6.2 payment in lieu of recreation leave accrued above 4 weeks per annum up to a maximum of 10 days on an annual basis. Officers entitled to make this election must be 5 of 7 or 7 day workers.

This additional payment will be made on the first pay period after 1st December each year.

9. Additional Hours

- 9.1 No payment for additional hours to the ordinary hours of work will be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are authorised by the General Manager for operational purposes to remain on duty for a period in excess of 15 minutes beyond a standard 8 hour shift are entitled to time off in lieu on the basis of an hour off for each additional hour worked. This is outlined in the Procedures for the Management of Time Off in Lieu, Senior Assistant Superintendents and Assistant Superintendents issued 24 January 2006.
- 9.3 Time off in lieu will be granted at a mutually agreeable time between the officer and the General Manager but must account for the operational needs of the workplace and is to be taken within 28 days from the date of when the additional hours were performed.
- 9.4 Should it not be possible for this time off in lieu referred to in subclause 9.3 of this clause to be granted within 28 days of the date of when the additional hours were performed then time off in lieu is to be taken within the next 28 day period.
- 9.5 Should it not be possible for the time off in lieu to be taken within the time frames nominated in subclauses 9.3 and 9.4 of this clause, the additional hours will be paid at the rate of single time for all hours worked.
- 9.6 The Manager Security is responsible to the General Manager to ensure that all time off in lieu is administered in accordance with subclauses 9.3 to 9.5 of this clause and with the Procedures referred to in subclause 9.2 of this clause.
- 9.7 Officers who are recalled to duty on account of an emergency will be entitled to the payment of overtime for all time worked. A minimum of 3 hours is to be paid for each recall to duty on account of an emergency.
- 9.8 Work undertaken on account of an emergency outside of ordinary hours of work 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 Saturday inclusive; at the rate of double time on Sunday; and at the rate of double time and one-half on a public holiday. The rate of payment for this work will be the maximum rate for Clerk, Grade 8 plus \$1.
- 9.9 For the purposes of this Award, emergency situations include but are not limited to situations such as: riot, death in custody, fire or hostage. Hours worked in relation to any such incidents must be submitted for the approval of the officer's Manager Security or General Manager.

- 9.10 The annualised salary payable under this Award recognises that additional work time may be involved in briefing incoming officers at the time of shift handover. There is no additional payment for this work time.

10. Ranking Structure

- 10.1 The following ranking structure applies:

Senior Assistant Superintendent (commissioned officer)

Assistant Superintendent (commissioned officer)

Operations Manager (commissioned officer)

Manager of Industries Levels 1 and 2 (commissioned officer)

Manager Centre Services and Employment (commissioned officer)

Manager Business Unit (commissioned officer)

- 10.2 The Division Head or delegate 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.

- 10.3 Wherever possible transfers between locations or positions covered by this Award will be agreed between the officer and the Division Head or delegate. Such agreement does not apply to transfers which are directed as a result of disciplinary or performance issues or where there is a rotation between positions at the same rank in the same Correctional Centre or Correctional Complex as defined in the *Crimes (Administration of Sentences) Act 1999*. Nothing in this subclause diminishes the right of the Division Head or delegate to direct transfers in accordance with the Act.

11. Annualised Salary Package and Allowances

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and includes all incidents of employment, including an Incidental Allowance, except as otherwise expressly contained in this Award.

- 11.2 Hosiery Allowance: An allowance is to be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.

- 11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances except when work is being performed in accordance with the provisions of subclauses 9.6 to 9.8 of clause 9, Additional Hours, of this award. In such circumstances, a meal allowance will be paid in accordance with Item 19 of Table 1 - Allowances of Part B, Monetary Rates, of the Conditions Award as follows:

11.3.1 The rate equivalent to the Dinner rate when working a double shift;

11.3.2 The rate equivalent to the Breakfast rate when called in one hour prior to the rostered shift start time and this work commences prior to 6.00am;

11.3.3 The rate equivalent to the Dinner rate when work continues a minimum of 1½ hours beyond the rostered finish time and continues beyond 6.00 pm.

11.3.4 Actual expenses for meals when travelling on official business may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award.

- 11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of CSNSW, to enter into a Salary Packaging Arrangement in accordance with the provisions of the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2021) Award, or any variation or replacement award.

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 Regulations.
- 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 Officers under this Award engaged as 5 day workers, Monday to Friday, are entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award that is, four weeks paid leave for each completed year of service.
- 13.2 Officers under this Award engaged as 5 of 7 or 7 day workers and who are regularly required to perform rostered duty on Sundays and Public Holidays will receive, in addition to four weeks recreation leave in subclause 12.1 of this clause, an additional two weeks recreation leave.
- 13.3 Limits on accumulation and direction to take recreation leave will be in accordance with the Recreation Leave clause of the Conditions Award.
- 13.4 At least two consecutive weeks of recreation leave are to be taken every 12 months, as specified by in the Recreation Leave clause of the Conditions Award except by written agreement with the Division Head or delegate in special circumstances.
- 13.5 Permanent part-time officers are 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 is payable to officers under this Award. It will be paid in accordance with the provisions of the Annual Leave Loading clause of 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 role covered by this Award from time to time (provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role) will be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- 15.2 This allowance for temporary assignment is to be paid on a daily basis.
- 15.3 A Senior Assistant Superintendent or Assistant Superintendent who is required to perform duties and exercise delegations of a higher role under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Communities and Justice - Corrective Services NSW) Award are to be paid a higher duties allowance to the higher role on a daily basis when such work is performed.

16. Performance Agreement

- 16.1 All officers must enter into a performance agreement with CSNSW.

- 16.2 Performance agreements will be reviewed every 12 months by the General Manager. Officers who have not met the targets in a performance agreement will be counselled by the General Manager with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development. An appeal may be made to the Division Head or delegate should an officer disagree with a review.
- 16.3 The parties recognise that the Division Head or delegate, 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. Permanent Part-Time

- 17.1 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.
- 17.2 Part-time work arrangements will be acceptable to both CSNSW and the officer. Any arrangement 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.

18. Professional Conduct

- 18.1 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's Corporate Plan.
- 18.2 Conduct of duties: Officers are to perform their duties diligently, impartially and conscientiously to the best of their ability by complying with Department of Communities and Justice Code of Ethical Conduct in the performance of their duties. All officers will be professional in their conduct with the public, other staff and inmates.
- 18.3 Dress-Manual: Officers must comply with the requirements of CSNSW's Dress-Manual. Officers are to ensure their dress and grooming is of the highest standard and is to be worn displaying CSNSW name tags. Officers are responsible for ensuring that all staff under their supervision comply with CSNSW's Dress-Manual.
- 18.4 Case Management: Officers must have a thorough knowledge of and practice of the management of Case Management Principles, as defined by departmental policy and procedures, and will diligently perform the duties required to implement them. All officers are to participate in the oversight and implementation of Case Management.

19. Equality of Employment and Elimination of Discrimination

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

20. Harassment Free Workplace

- 20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 20.2 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.
- 20.3 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.

- 20.4 Officers at all levels will 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.
- 20.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 20.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

21. Anti-Discrimination

- 21.1 It is the intention of the parties bound by this Award to seek to achieve the objective 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.
- 21.2 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.
- 21.3 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.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 21.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
- 21.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 21.5 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.

22. Work Health and Safety

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

23. Flexible Working and Operational Arrangements

- 23.1 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 issues by the then Public Employment Office in October 1995.
- 23.2 Community Consultative Committee: A Community Consultative Committee will be established at each correctional centre. This committee is to meet on a regular basis and will comprise representatives from all appropriate groups.
- 23.3 Union Consultative: A Union Consultative will be established at each correctional centre covered by this Award. This forum is to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association, including the Commissioned Officers Vocational Branch where represented, and representatives from Community Offender Services are to be allocated positions on Local Management Boards.
- 23.4 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.
- 23.5 Any direction made pursuant to this clause will be consistent with the Centre's 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.

24. Deduction of Association Membership Fees

- 24.1 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.
- 24.2 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 must be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 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.
- 24.4 Monies so deducted from the officer's salary are to be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees will be deducted by CSNSW on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

- 25.1 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.
- 25.2 Grievances will be handled in accordance with 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 CSNSW's policy or procedure.
- 25.3 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.

- 25.4 The parties to this Award are committed to following the steps set out below and must 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.

- 25.5 A dispute will 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.

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

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

26. No Further Claims

- 26.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall 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 2016 by a party to this Award

27. Savings of Rights

- 27.1 Should there be a variation to the Crown Employees (Public Sector Salaries - 2021) Award, or to an award replacing it, 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.

28. Area, Incidence and Duration

- 29.1 This Award applies to all officers as defined in clause 10, Ranking Structure, of this Award.
- 29.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009 published 15 May 2020 (388 I.G. 234), as varied.
- 29.3 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 7 October 2021.
- 29.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 29.5 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G. 1508) have been incorporated into this award as part of the review.

PART B**Schedule 1 - Annualised Salary Package**

1.1 Remuneration: Commissioned Correctional Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2021 \$
Senior Assistant Superintendent 7 day or any 5/7 days	132,401
Assistant Superintendent 7 day or any 5/7 days	123,933
Senior Assistant Superintendent 5 day	125,159
Assistant Superintendent 5 day	116,889

1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2021 \$	
Regional Business	Yr 1	140,607
Manager 5 day	Yr 2	144,220
	Yr 3	150,411
	Yr 4	155,969
Operations Manager	149,628	
Manager of Industries Level 1 - 5 day	1138,067	
Manager of Industries Level 2 - Any 5 of 7 days	138,647	
Manager Centre Services & Employment Manager of Industries level 2 5 day	131,407	
Manager Business Unit any 5/7days	132,401	
Manager Business Unit 5 day	125,159	

- 1.3 The salaries in subclause 1.1 and 1.2 above are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

Schedule 2 - Other Allowances

2.1	Hosiery	\$240.00 per annum	subclause 11.2
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D. SLOAN, *Commissioner*

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