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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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**CROWN EMPLOYEES (POLICE OFFICERS - 2013) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 325 of 2011)

Before The Honourable Justice Walton, Vice-President  
The Honourable Mr Justice Staff  
Commissioner Tabbaa

25 June 2013

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Section 1 - General

## 2. No Further Claims

- 2.1. The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 2.2. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

## 3. Definitions

- 3.1. "Officer" or "Officers" means and includes all persons appointed pursuant to the Police Act, 1990, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2. "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the Police Act, 1990.
- 3.3. "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the Police Act, 1990.
- 3.4. "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5. "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6. "Association" means the Police Association of New South Wales.
- 3.7. "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8. "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements of this Award.
- 3.9. "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10. "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 41 of this Award.
- 3.11. "Domestic Violence" means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

- 3.12. "Police Prosecutor" means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.

#### **4. Commitment to Professional and Ethical Conduct**

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

#### **5. Anti-Discrimination**

- 5.1. It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer, and age.
- 5.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which by its terms or operation has a direct or indirect discriminatory effect.
- 5.3. Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4. Nothing in this clause is to be taken to affect:
- 5.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2. offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 5.4.4. a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### **NOTES**

- 5.5.1. Employers and employees may also be subject to Commonwealth anti discrimination legislation.
- 5.5.2. Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 6. Inspection of Award

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

## 7. Existing Privileges

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

## 8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 8.1. For the purpose of this clause, "salary" means;
- 8.1.1. the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B Monetary Rates,
  - 8.1.2. the "Loaded Salaries" prescribed by Table 2 - Detectives' Salaries of PART B Monetary Rates,
  - 8.1.3. the "Loaded Salaries" prescribed by Table 3 - Police Prosecutors Salaries, of PART B Monetary Rates; or
  - 8.1.4. the salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B Monetary Rates.
- 8.2. By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
- 8.2.1. a benefit or benefits selected from those approved from time to time by the Commissioner; and
  - 8.2.2. a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- 8.3. The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.
- 8.3.1. Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deduction may include, but is not limited to, compulsory superannuation payment, HECS payments, child support payments, union fees and health fund premiums.
- 8.4. An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 8.5. The agreement shall be known as a Salary Packaging Agreement.
- 8.6. Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 8.7. Where the officer has elected to package a part or all of their salary:
- 8.7.1. subject to Australian Taxation Law, the amount of salary packaged will reduced the salary subject to appropriate PAYG taxation deductions by the amount packaged; and



- 8.7.2. any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary shall be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8. The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations shall apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9. The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- 8.10. An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11. Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1. paid into the superannuation scheme established under the First State Superannuation Act 1992 as an optional employer contribution; or
- 8.11.2. subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12. Where an officer makes an election in terms of clause 8.10, the Commissioner shall pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13. Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1. Police Regulation (Superannuation) Act 1906;
- 8.13.2. Superannuation Act 1916;
- 8.13.3. State Authorities Superannuation Act 1987;
- 8.13.4. State Authorities Non-Contributory Superannuation Act 1987; or
- 8.13.5. First State Superannuation Act First 1992
- The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.
- 8.14. Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

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

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

### **10. Travelling Allowances**

- 10.1. The Commissioner shall require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 10.2. Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business shall be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 10.3. An officer who performs official duty from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- 10.4. An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 10.12. The Commissioner will pay all accommodation related costs directly to the accommodation provider.
- 10.5. Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;
- 10.5.1. the appropriate rate of allowance specified in Item 1 of Table 5 of PART B Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 5 of PART B Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
- 10.5.2. actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 5 of PART B Monetary Rates.
- 10.6. Payment of allowance as described in subclause 10.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- 10.7. Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 10.8. After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B Monetary Rates shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall be increased by one fifth.
- 10.9. Adjustment of Allowances

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

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

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

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

#### 10.10. Production of Receipts

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

#### 10.11. Travelling Distance

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

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

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

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

10.12.3. Any property that falls below that standard shall be removed from the schedule.

10.12.4. The Association will not unreasonably withhold agreement to properties on the schedule.

10.12.5. The Commissioner may choose from any property on the agreed schedule.

10.12.6. Accommodation will be provided on the basis of a single room (one officer per room).

10.12.7. The Commissioner may waive this requirement where there is an operational need.

10.12.8. Officers being accommodated under this clause will not be liable for any 'out of pocket' expenses incurred for accommodation as a result of this arrangement.

10.12.9. Officers will retain access to meal and incidental rates, where otherwise provided in this award.

#### 10.13. Review of Allowances

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

### **11. Provision of Quarters**

11.1. With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 3 - Police Prosecutors Salaries plus the 11.5% Loading as prescribed in Clause 40 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award.

- 11.2. The salary of officers as defined in subclause 11.1 above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters shall have deducted from their salary, as defined in subclause 11.1 above, an amount of 3% of such sum.

### **12. Remote Area - Living Allowances**

- 12.1. For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.
- 12.2. An Officer shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 12.2.1. indefinitely stationed and living in a remote area as defined in subclause 12.1 above; or
- 12.2.2. not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 12.1 above.
- 12.3. The grade of appropriate allowance payable under this clause shall be determined as follows:
- 12.3.1. Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of all locations in a remote area, as defined in subclause 12.1 above, except as specified in paragraphs 12.3.2 and 12.3.3 of this subclause;
- 12.3.2. Grade B allowances - the appropriate rate shown as Grade B in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 12.3.3. Grade C allowances - the appropriate rate shown as Grade C in Table 6 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra, Yethong and Lord Howe Island.

### **13. Part Time Employment**

- 13.1. Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.
- 13.2. Officers working under a part time arrangement shall be paid a pro rata of the relevant full time salary based on the following formula:
- $$\text{Relevant Full Time Salary} \times \frac{\text{Average Weekly Hours Worked}}{38}$$
- 13.3. Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period of time (part time leave without pay).
- 13.4. Leave entitlements for part time officers shall generally be calculated on a pro rata basis in accordance with the average weekly hours worked.
- 13.5. Increments for part time officers shall be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 63 and 72 of this Award.

#### **14. Local Arrangements**

- 14.1. Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
- 14.1.1. any organisational unit within the New South Wales Police Force or part thereof;
  - 14.1.2. a particular group of officers; or
  - 14.1.3. a particular duty type.
- 14.2. All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s87 of the Police Act 1990, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- 14.3. Local arrangements shall not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

#### **Section 2 - Leave**

#### **15. Leave Generally**

- 15.1. Except as otherwise provided for in this Section the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2008.

#### **16. Applications for Leave**

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

#### **17. Annual Leave**

- 17.1. Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 17.2. Annual leave on full pay accrues to a Commissioned Officer;
- 17.2.1. at the rate of 5 weeks (190 working hours) per year, or
  - 17.2.2. at the rate of 6 weeks (228 working hours) if the officer qualifies for 3 or more additional working days leave in accordance with subclause 17.5 and is regularly rostered to work shift work on Sundays and Public Holidays.
- 17.3. Annual leave shall be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 17.2.1, shall be debited 7.6 hours for each working day taken as annual leave.
- 17.4. An officer while attached to a police station within the Western or Central Division (within the meaning of the Crown Lands Consolidation Act 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.

- 17.5. An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday shall, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

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

For the purpose of this subclause:

- 17.5.1. Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday shall be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- 17.5.2. A qualifying period shall mean the period commencing 12 months from 1 December each year.
- 17.6. An officer shall accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- 17.7. At least 2 consecutive weeks annual leave shall be taken by an officer every 12 months except where an officer has insufficient leave to credit.
- 17.8. Each officer shall manage their leave to ensure there is no accrual of leave above 9 weeks (342 working hours), except as provided for at subclause 17.12 - Conservation of Leave.
- 17.9. The Commissioner shall notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer shall (except as provided for at subclause 17.12), roster sufficient annual leave in order that their projected accrual of leave will not exceed 342 working hours.
- 17.10. Where insufficient annual leave has been nominated by an officer to reduce their projected leave accrual below 342 working hours, the Commissioner may direct an officer to take annual leave at any time of the year, subject to a reasonable period of notice being not less than four weeks.
- 17.11. As far as practicable, the Commissioner shall take into account the wishes of the officer in respect of the rostering of annual leave, but shall be required to balance the needs of the organisation with the wishes of the officer.
- 17.12. Conservation of Leave - If an officer is prevented by operational (as advised by their supervisor) or personal reasons from taking sufficient annual leave to maintain accrued leave at a level below 342 working hours, the Commissioner shall enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.
- 17.13. Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- 17.14. The Commissioner shall inform an officer in writing on a regular basis of the officer's annual leave accrual.

## 17.15. Termination of services

- 17.15.1. An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
- 17.15.2. An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
- 17.15.3. If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
- (a) the officer's surviving spouse, or
  - (b) if there is no such surviving spouse, the officer's children, or
  - (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer,
- is entitled to receive the money value of the leave not taken.
- 17.15.4. If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- 17.15.5. If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.
- 17.15.6. If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
- 17.15.7. In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the Property (Relationships) Act 1984) with the officer.

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

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

## 17.17. Accrual of Annual Leave While Suspended Without Pay

- 17.17.1. Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 51 Police Regulation 2008 except as provided at 17.17.2.
- 17.17.2. Where an officer ceases to be suspended without pay and is not terminated pursuant to s 181D of the Police Act 1990 (NSW), annual leave accrues in respect of any such period of suspension without pay.
- 17.17.3. For the purposes of this provision, pay does not include maintenance payments made under Regulation 51 (3) of Police Regulation 2008.

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

### **18. Purchased Leave**

- 18.1. An officer may apply to enter into an agreement with the Commissioner to purchase either 2 weeks (76 working hours) or 4 weeks (152 working hours) additional leave in a 12 month period.
- 18.1.1. Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
- 18.1.2. The leave must be taken in the 12 month period specified in the 'Purchased Leave Agreement'.
- 18.1.3. The leave will count as service for all purposes.
- 18.2. The purchased leave will be funded through the reduction in the officer's ordinary rate of pay.
- 18.2.1. For the purpose of this clause "Ordinary Rate of Pay" means an officer's base salary plus any loadings or allowances in the nature of salary.
- 18.2.2. "Purchased leave rate of pay" means the rate of pay an officer receives when their ordinary rate of pay has been reduced to cover the cost of purchased leave.
- 18.2.3. To calculate the purchased leave rate of pay, the officer's ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 18.3. Purchased leave is subject to the following provisions:
- 18.3.1. The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 18.3.2. Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or time off in lieu will be paid at the purchased leave rate of pay.
- 18.3.3. Sick leave cannot be taken during a period of purchased leave.
- 18.3.4. The purchased leave rate of pay will be the salary for all purposes including superannuation.
- 18.3.5. Overtime and salary related allowances not paid during periods of annual leave will be calculated using the officer's hourly rate based on the base salary rate.
- 18.3.6. Relieving Duties Allowance will not be paid when a period of purchased leave is taken.
- 18.4. Specific conditions governing purchased leave may be amended from time to time by the Secretary of the Treasury in consultation with the Association. The NSW Police Force may make adjustments relating to their salary administration arrangements.

### **19. Extended Leave**

- 19.1. Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2008.
- 19.2. Entitlement To Extended Leave
- 19.2.1. Subject to this Clause, an officer is entitled:



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

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

- (a) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
  - (i) any extended leave, or leave in the nature of extended leave, and
  - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
- (b) taken or received by that officer before that time, and
- (c) the provisions of Schedule 3A to the Public Sector Employment and Management Act 2002 have effect.

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

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

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

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

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

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

### 19.3. Debiting Extended Leave

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

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

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

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

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

### 19.4. Entitlement to Gratuity Instead of Extended Leave

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

### 19.5. Payment Where Officer Has Died

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

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

is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

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

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or

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

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

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

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

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

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

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

## **20. Sick Leave**

20.1. Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2008.

20.2. Authority to grant sick leave

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

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

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

20.2.3. Payment for sick leave is subject to the Officer;

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

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

### 20.3. Requirements For Medical Evidence

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

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

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

20.3.3. An officer absent from duty because of illness:

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

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

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

- (a) The type of leave granted to the officer will be determined by the Commissioner on the advice of a medical practitioner chosen by the Commissioner.
- (b) If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the officer when determining the type of leave granted.

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

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

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

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

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

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

#### 20.4. Sick Leave Entitlements

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

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

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

#### 20.5. Recredit Of Rest Days - Non Commissioned Officers

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

#### 20.6. Payment During Initial Period Of Service

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

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

#### 20.7. Procedure Where Workers Compensation Claimed

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

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

20.7.3. If an officer who is required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act refuses to submit

to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

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

- (a) a certificate is given under the Workers Compensation Act 1987 setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
- (b) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
- (c) the officer refuses or fails to resume or perform the employment so provided,

all payments in accordance with this clause are to cease from the date of that refusal or failure.

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

20.8. Procedure Where Other Claim Has Been Made.

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

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

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

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

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

## **21. Sick Leave to Care for a Family Member**

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

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

21.1.2. The officer shall, if required,

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

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

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

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

a spouse of the officer, or

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

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

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

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

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

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

## **22. Maternity Leave**

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

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

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

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

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

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

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

- 22.3. An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 22.4. An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 22.5. If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer shall be appointed to a position of the same rank as the officer's former position.
- 22.6. An officer who:
- 22.6.1. applied for maternity leave within the time and in the manner determined by the Commissioner;  
and
- 22.6.2. prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period, from the date maternity leave commences.
- 22.7. Except as provided in subclause 22.6 of this clause, maternity leave shall be granted without pay.

### **23. Parental Leave**

- 23.1. Parental Leave shall be granted as follows:
- 23.1.1. Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph 25.1.1 Right to Request Additional Maternity, Parental or Adoption Leave.
- 23.1.2. Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph 25.1.2 Right to Request Additional Maternity, Parental or Adoption Leave.
- 23.2. Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- 23.3. Extended Parental leave:
- 23.3.1. may be taken full-time for a period not exceeding 12 months, or
- 23.3.2. may be taken part-time over a period not exceeding 2 years, or
- 23.3.3. may be taken partly full-time and partly part-time over a proportionate period.
- 23.3.4. Extended Parental leave may then continue under the terms outlined in paragraph 25.1.3 of subclause 25.1 Right to Request Additional, Maternity, Parental or Adoption Leave.
- 23.4. An officer who resumes duty immediately on the expiration of parental leave:
- 23.4.1. if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
- 23.4.2. if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.



- 23.5. An officer who;
- 23.5.1. applied for parental leave within the time and in the manner determined by the Commissioner; and
  - 23.5.2. prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, shall be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- 23.6. Except as provided in subclause 23.5 of this clause, parental leave is to be granted without pay.

#### **24. Adoption Leave**

- 24.1. An officer who adopts, and becomes the primary care-giver for, a child:
- 24.1.1. if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or
  - 24.1.2. if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.
- 24.2. Adoption leave referred to in sub clause 24.1:
- 24.2.1. may be taken full-time for a period not exceeding 12 months, or
  - 24.2.2. may be taken part-time over a period not exceeding 2 years, or
  - 24.2.3. may be taken partly full-time and partly part-time over a proportionate period,
  - 24.2.4. Adoption leave may then continue under the terms outlined in paragraphs 25.1.2 and 25.1.3 Right to Request Additional, Maternity, Parental or Adoption leave.  
  
as the Commissioner may permit.
- 24.3. Adoption leave commences on the date when the officer takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the officer.
- 24.4. An officer who resumes duty immediately on the expiration of adoption leave:
- 24.4.1. if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
  - 24.4.2. if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 24.5. Except as otherwise provided by subclause 24.6, adoption leave is to be granted without pay.
- 24.6. An officer who:
- 24.6.1. applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and
  - 24.6.2. prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,  
  
is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

**25. Right to Request Additional Maternity, Parental Or Adoption Leave**

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

**26. Communication During Maternity, Parental Or Adoption Leave**

- 26.1. Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner shall take reasonable steps to;
- 26.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and
- 26.1.2. provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.
- 26.2. The officer shall take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken, whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.
- 26.3. The officer shall also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause 26.1.

**27. Accrual of Leave While on Maternity, Parental Or Adoption Leave**

- 27.1. For the purpose of accrual of leave by an officer:
- 27.1.1. any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and
- 27.1.2. half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.
- 27.2. For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

**28. Incremental Progression While on Maternity Leave, Adoption Leave Or Parental Leave**

- 28.1. For the purpose of payment of any increment to an officer:
- 28.1.1. a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and
- 28.1.2. a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

**29. Family and Community Service Leave**

- 29.1. The Commissioner shall, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.
- 29.2. Such cases may include but not be limited to the following:
- 29.2.1. compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;
- 29.2.2. accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 29.2.3. emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;
- 29.2.4. other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 29.3. An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.
- 29.4. The maximum amount of family and community service leave on full pay that may be granted to an officer is:
- 29.4.1. two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;
- 29.4.2. after the completion of 2 years service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- 29.5. Family and community service leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) shall be debited 7.6 hours for each working day taken as family and community service leave.
- 29.6. The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- 29.7. The amount of any family and community service leave without pay that may be granted under paragraph 29.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

### **30. Leave Without Pay**

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

### **31. Military Leave**

- 31.1. During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the officer's unit.
- 31.2. In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent an officer from rendering or volunteering to render, ordinary defence Reserve service.
- 31.3. Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause 31.1 of this clause.
- 31.4. The Commissioner may grant an officer special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 31.5. An officer who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 31.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 31.6. Military Leave Top up Pay is calculated as the difference between an officer's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence. For the purpose of this clause ordinary pay shall include the officers annual salary (including loadings paid to non commissioned officers), plus any annualised allowances such as special duties, academic, remote areas or plain clothes allowances ordinarily received by the officer but shall not include shift penalties, overtime payments or on-call allowances.
- 31.7. During a period of Military Leave Top up Pay, an officer will continue to accrue sick leave, annual and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.

- 31.8. At the expiration of military leave in accordance with subclause 31.3 or 31.4 of this clause, the officer shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

### **32. Special Leave**

- 32.1. Special leave on full pay is to be granted to officers:

32.1.1. for the purpose of attending at any examination under the Police Act 1990 or the Police Regulation 2008, and

32.1.2. up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.

- 32.2. Special leave granted under subclause 32.1 for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.

- 32.3. Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Secretary for the Treasury.

- 32.4. Matters arising from domestic violence situations.

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

### **33. Leave for Matters Arising from Domestic Violence**

- 33.1. The Definition of domestic violence is found in clause 3.11 of this award.

- 33.2. Leave entitlements provided for in clause 29, Family and Community Service Leave, clause 20, Sick Leave and clause 21, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.

- 33.3. Where the leave entitlements referred to in subclause 33.2 are exhausted, The Commissioner shall grant Special Leave as per clause 32.4

- 33.4. 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.

- 33.5. Personal information concerning domestic violence will be kept confidential by the Police Force.

- 33.6. 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.

- 33.7. Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the Code of Conduct for the NSW Police Force Response to Domestic and Family Violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.

## **Section 3 - Association Activities**

### **34. Association Activities Regarded as Special Leave**

- 34.1. The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- 34.1.1. annual or biennial conferences of the delegate's union;
- 34.1.2. meetings of the union's Executive, Committee of Management or Councils;
- 34.1.3. annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 34.1.4. attendance at meetings called by Unions NSW involving a public sector association, which requires attendance of a delegate;
- 34.1.5. attendance at meetings called by the Secretary for the Treasury, for industrial purposes, as and when required;
- 34.1.6. giving evidence before an Industrial Tribunal as a witness for the Association;
- 34.1.7. reasonable travelling time to and from conferences or meetings to which the provisions of clauses 34, 35 and 36 of this Award apply.

### **35. Association Activities Regarded as on Duty**

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

### 36. Association Training Courses

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

36.1.1. Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 14, Local Arrangements, of this Award.

36.1.2. Courses organised and conducted by the Trade Union Education Foundation or by the officer's Association or a training provider nominated by the Association. A maximum of 12 working days (91.2 working hours) in any period of 2 years applies to this training and is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.

### Section 4 - Non-Commissioned Officers

#### 37. Salaries (Other Than Detectives and Police Prosecutors)

37.1. Subject to the Police Act, 1990, and Regulations and any requirements there under and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives and Police Prosecutors) shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

#### 38. Salaries (Detectives)

38.1. Subject to the Police Act, 1990, and Regulations and any requirements there under and to the provisions of clause 63, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives' Salaries of PART B, Monetary Rates. In addition to their base salary Detectives shall be paid the following allowances in the nature of salary:

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

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

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

38.2. Upon the day of permanent appointment of a Non Commissioned Officer as a Detective, he/she will transition from Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries to Table 2 - Detectives' Salaries of PART B in accordance with the following table and subject to the provisions of sub clause 41.4;

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

Senior Constable Level 2 Step 2	Detective 4th Year
Senior Constable Level 3 Step 1	Detective 5th Year
Senior Constable Level 3 Step 2	Detective 5th Year
Senior Constable Level 3 Step 3	Detective 5th Year
Senior Constable Level 4 Step 1	Detective 6th Year
Senior Constable Level 4 Step 2	Detective 6th Year
Senior Constable Level 5 Step 1	Detective 7th Year
Senior Constable Level 5 Step 2	Detective 7th Year
Senior Constable Level 6	Detective 8th Year
Senior Constable (more than 1 years service on Level 6)	Detective 9th Year
Sergeant 1st year	Detective Sergeant 1st Year
Sergeant 2nd year	Detective Sergeant 2nd Year
Sergeant 3rd year	Detective Sergeant 3rd Year
Sergeant 4th year	Detective Sergeant 3rd Year
Sergeant 5th year	Detective Sergeant 4th Year
Sergeant 6th year	Detective Sergeant 4th Year
Sergeant 7th year	Detective Sergeant 5th Year
Sergeant 8th year	Detective Sergeant 5th Year
Sergeant 9th year	Detective Sergeant 6th Year
Senior Sergeant 1st year	Detective Senior Sergeant 1st Year
Senior Sergeant 2nd year	Detective Senior Sergeant 1st Year
Senior Sergeant 3rd year	Detective Senior Sergeant 2nd Year
Senior Sergeant 4th year	Detective Senior Sergeant 3rd Year
Senior Sergeant 5th year	Detective Senior Sergeant 4th Year

- 38.3. Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective shall retain their existing increment date.
- 38.4. A Non-Commissioned Officer who ceases to be a Detective shall revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the Police Act 1990.
- 38.5. No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Director, Corporate Human Resources.

### 39. Salaries (Police Prosecutors)

- 39.1. Subject to the Police Act 1990 and Regulations, and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers) of this Award, a Police Prosecutor shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates from the first pay period on or after 29 March 2012. In addition to their base salary Prosecutors shall be paid the following allowances in the nature of salary:
- 39.1.1. the Loading prescribed by Clause 40 Loading of this Award; and
- 39.1.2. an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B Monetary Rates; and
- 39.1.3. the allowance as prescribed in Table 8 - Prosecutors' Special Allowance of PART B Monetary Rates.



- 39.2. On and from the first full pay period after the officer is notified they have successfully completed the Prosecutor Education Program (PEP), or is a Police Prosecutor on 29 March 2012, a Non Commissioned Officer will transition to Table 3 - Police Prosecutors Salaries of PART B Monetary Rates in accordance with the following table:

Incremental Level prior to permanent appointment	Incremental Level upon completion of the PEP
Probationary Constable (Level 1)	Police Prosecutor 1st Year
Constable Level 2	Police Prosecutor 1st Year
Constable Level 3	Police Prosecutor 1st Year
Constable Level 4	Police Prosecutor 1st Year
Constable Level 5	Police Prosecutor 2nd Year
Senior Constable Level 1	Police Prosecutor 3rd Year
Senior Constable Level 2 Step 1	Police Prosecutor 4th Year
Senior Constable Level 2 Step 2	Police Prosecutor 4th Year
Senior Constable Level 3 Step 1	Police Prosecutor 5th Year
Senior Constable Level 3 Step 2	Police Prosecutor 5th Year
Senior Constable Level 3 Step 3	Police Prosecutor 5th Year
Senior Constable Level 4 Step 1	Police Prosecutor 6th Year
Senior Constable Level 4 Step 2	Police Prosecutor 6th Year
Senior Constable Level 5 Step 1	Police Prosecutor 7th Year
Senior Constable Level 5 Step 2	Police Prosecutor 7th Year
Senior Constable Level 6	Police Prosecutor 8th Year
Leading Senior Constable Level 1 Step 1 or Step 2, and Senior Constable Level 6 with more than 1 years service on Level 6	Police Prosecutor 9th Year
Leading Senior Constable Level 2, and Senior Constable Level 6 with more than 2 years service on Level 6	Police Prosecutor 10th Year
Sergeant 1st year	Prosecutor Sergeant 1st Year
Sergeant 2nd year	Prosecutor Sergeant 2nd Year
Sergeant 3rd year	Prosecutor Sergeant 3rd Year
Sergeant 4th year	Prosecutor Sergeant 3rd Year
Sergeant 5th year	Prosecutor Sergeant 4th Year
Sergeant 6th year	Prosecutor Sergeant 4th Year
Sergeant 7th year	Prosecutor Sergeant 5th Year
Sergeant 8th year	Prosecutor Sergeant 5th Year
Sergeant 9th year	Prosecutor Sergeant 6th Year
Senior Sergeant 1st year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 2nd year	Prosecutor Senior Sergeant 1st Year
Senior Sergeant 3rd year	Prosecutor Senior Sergeant 2nd Year
Senior Sergeant 4th year	Prosecutor Senior Sergeant 3rd Year
Senior Sergeant 5th year	Prosecutor Senior Sergeant 4th Year

- 39.3. Non-Commissioned Officers who are classified as Probationary Constable (Level 1), Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Police Prosecutors' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Police Prosecutors shall retain their existing increment date.
- 39.4. A Non Commissioned Officer who ceases to perform duty in the Police Prosecutions Command shall revert to the rank and increment level he or she would have otherwise occupied had they not been performing duty in the Police Prosecutions Command.

#### **40. Loading**

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

#### **41. Leading Senior Constables**

- 41.1. Subject to provisions duly agreed between the Commissioner and the Association a Non-Commissioned Officer of the rank of Senior Constable may be appointed as a Leading Senior Constable.
- 41.2. The Commissioner may revoke the appointment of a Leading Senior Constable at any time. The circumstances under which such an appointment is revoked shall be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable shall not be regarded as reviewable action for the purpose of section 173(3) of the Police Act, 1990
- 41.3. Incremental progression for Leading Senior Constables shall be subject to the provisions of clause 63 of this Award.
- 41.4. Where a Leading Senior Constable is to be permanently appointed as a Detective or Police Prosecutor as a result of a voluntary transfer to that position, they shall immediately prior to their permanent appointment, revert to the Level and Step they would have attained if they had never been appointed as a Leading Senior Constable. Only then will the Non-Commissioned Officer transition in accordance with sub clause 38.2.
- 41.5. A Leading Senior Constable, who is involuntarily transferred, involuntarily temporarily transferred or involuntarily seconded to a position that would normally attract the salary of a Detective or Police Prosecutor, shall be subject to provisions duly agreed between the Commissioner and the Association.
- 41.6. In circumstances where an officer who has previously held an appointment as a Leading Senior Constable, and who has relinquished such appointment with a view to seeking appointment elsewhere, applies for a further appointment, that such officer may, in their application seek appointment at the level and step previously achieved, and if such an officer succeeds in gaining that further appointment as a Leading Senior Constable, then such officer is to be appointed at the level or step previously held.

Their incremental date however shall be the date of taking up duty in the new appointment, and such officer shall be required to serve a minimum of twelve months on the level or step at which they were appointed, before being eligible for further incremental movement.

These provisions shall not apply to any officer whose previous appointment as a Leading Senior Constable was revoked for any reason whatsoever or who has voluntarily relinquished their appointment in circumstances of adverse performance assessments.

#### **42. Special Duties Allowance**

- 42.1. In addition to the rates prescribed for Non Commissioned Officers by clause 37 Salaries (Other than Detectives and Police Prosecutors) and clause 40 Loading of this Award a Non-Commissioned Officer who holds a position set out hereunder shall on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates of this Award, provided that, in respect to grades 1 to 4, where more than one rate applies to a Non-Commissioned Officer they shall only be entitled to one rate namely the higher or highest;

## 42.2. Gradings

## Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, State Protection Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Local Area Commands

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, Special Services Group

Tactical Airborne Technician, Technical Surveillance Operative, Police Aviation Support Branch, Special Services Group

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

State Protection Support Unit Part time Operative, Country Local Area Commands

Protection Officers, Protection Operations Unit, Anti Terrorism and Security Group.

## Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education and Training

Engineering Investigator, Engineering Investigation Unit, Forensic Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

Teacher, Foundational Studies, Education and Training,

Teacher, Continuing Education, Education and Training

Teacher, Operational Safety Trainer, OSTU, Westmead, Goulburn and Regions

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

## Grade 3

Crime Scene Examiner, Forensic Services Group

Investigator (Detective), Local Area Commands, State Crime Command and Specialist Commands

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Firearms/Ballistics Examiner, Forensic Services Group

Operative, Tactical Operations Unit, State Protection Group

Rescue/Bomb Operator State Protection Group

Criminal Profiler, Practitioner, Crime Faculty

Electronic Evidence Officer, State Electronic Evidence Branch, Special Services Group.

## Grade 4

Management Action and Workplace Services (MAWS) Legal Advice Team, Professional Standards Command

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

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

### 43. Forensic Services Group Expert Allowance

43.1. In addition to the rates prescribed for Non Commissioned Officers by clause 37 Salaries (Other than Detectives and Police Prosecutors) and clause 40 Loading of this Award a Non-Commissioned Officer attached to Forensic Services Group who is recognised as an Expert in accordance with subclause 43.2, shall be paid an annual allowance as prescribed in Table 10 - Forensic Services Group Expert Allowance of PART B Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after;

43.1.1. a Non-Commissioned Officer obtains expert recognition, or

43.1.2. 29 March 2012,

whichever is the later.

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

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

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

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

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

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

- 44.2. Individual applications will be assessed against objective criteria by a committee made up of the NSW Police Force and Police Association of NSW representatives.
- 44.3. Payment will be subject to approval by the Region Commander and Assistant Commissioner State Crime Command.

#### 45. Professional/Academic Qualification Allowance

- 45.1. In addition to the rates prescribed for Non-Commissioned Officers by clause 37 Salaries (Other than Detectives and Police Prosecutors), clause 38 Salaries (Detectives), clause 39 Salaries (Police Prosecutors) and clause 40, Loading of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder shall, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates of this Award.
- 45.2. Non-Commissioned Officers shall only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.
- 45.3. On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause shall only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:
- 45.3.1. Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
- 45.3.2. Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees and/or HECS (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where the New South Wales Police Force meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
- 45.3.3. Payment of the Professional/Academic Qualification Allowance shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.

45.3.4. Payment of the Professional/Academic Qualifications Allowance shall be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the Police Act, 1990.

#### **46. Special Operations Allowance**

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

#### **47. On Call Allowances**

- 47.1. "On Call" shall mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call shall remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.
- 47.2. Vehicle Care - When a Non-Commissioned Officer has been placed On Call, and in addition to being on call is required to take charge of a vehicle which is the property of the New South Wales Police Force together with all Police equipment therein and/or thereon and provide garage, or other reasonable parking facilities therefore having regard to its size, such officer shall be paid for each 24 hours or part thereof at the rate specified in Table 12, Vehicle Care.
- 47.3. Rates of Allowance

In addition to the Salaries prescribed in clause 37 Salaries (Other than Detectives and Police Prosecutors), clause 38 Salaries (Detectives), clause 39 Salaries (Police Prosecutors) and clause 40, Loading, a Non-Commissioned Officer placed on call, as defined in subclause 47.1 above, shall be paid the appropriate allowance as set out in Table 12 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.

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

#### **48. Hours of Duty**

- 48.1. The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- 48.2. The 38 hour week shall be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.
- 48.3. In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.

- 48.4. Non-Commissioned Officers shall be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- 48.5. Rosters shall provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum.
- 48.6. Rosters shall be arranged as far as practicable to give at least seven (7) days notice of the particular day or days to be allotted as rest days.
- 48.7. A Non-Commissioned Officer shall, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift shall be paid at the overtime rate specified in clause 51 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- 48.8. The roster of each Non-Commissioned Officer shall, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- 48.9. Non-Commissioned Officers shall not be directed to work broken shifts.

#### 49. Shift Allowance

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

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

- 49.2. The allowance prescribed in subclause 49.1 above shall be based upon the following formula:

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

Where:

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

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

R = The relevant percentage rate as prescribed in subclause 49.1 above.

H = Number of ordinary hours in the shift.

- 49.3. For the purpose of making a claim for payment, the shifts attracting a 10% allowance shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.
- 49.4. A Non-Commissioned Officer shall not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition

to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.

- 49.5. A Non-Commissioned Officer who, because of the operation of subclause 51.7, Overtime works only part of a shift specified in the above table, shall be entitled to the full allowance prescribed for such shift.

#### **50. Meals**

- 50.1. A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.
- 50.2. A Non-Commissioned Officer shall not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, shall be a paid crib break of no more than 20 minutes duration.
- 50.3. A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
- 50.3.1. when they have worked more than one half hour beyond the completion of a rostered shift or;
- 50.3.2. where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or
- 50.3.3. where they are performing escort duty and cannot carry a meal;

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

#### **51. Overtime**

- 51.1. All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 48 Hours of Duty, shall be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 62, Public Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 51.5, in computing overtime, each day's work shall stand alone.
- 51.2. Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 51.3. Overtime for Non-Commissioned Officers shall be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 40 Loading of this Award, which constitute salary and attract superannuation deductions.
- 51.4. In lieu of the provisions of sub-clause 51.3 above;
- 51.4.1. overtime for Detectives shall be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 7 - Detectives' Special Allowance - PART B, Monetary Rates, and



51.4.2. overtime for Police Prosecutors shall be calculated on an hourly rate of pay assessed on total annual salary of a Police Prosecutor comprising the rate of base salary prescribed by Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates, and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 8 - Prosecutors' Special Allowance - PART B, Monetary Rates

- 51.5. Time spent travelling shall not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort.)
- 51.6. Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- 51.7. Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times, they shall be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

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

## **52. Recall to Duty**

- 52.1. A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and whether such recall is at the direction of a senior officer of the New South Wales Police Force or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall;

52.1.1. commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner or

52.1.2. in the case of a Non-Commissioned Officer directed or rostered on call, as defined in subclause 47.1, who takes home a fully equipped specialist vehicle, commences when the Non-Commissioned Officer leaves home and terminates upon arrival at home or the commencement of the next shift whichever is the sooner.

Note: A "fully equipped specialist vehicle" referred to in paragraph 52.1.2 means the vehicle is equipped for the specific requirement of the recall versus a mode of transportation. Examples of a fully equipped specialist vehicle would include:

- (a) a Forensic Services vehicle carrying crime scene examination equipment; or

- (b) a Wireless Network Services vehicle carrying radios or electronic maintenance equipment; or
- (c) a Rescue and Bomb Squad Vehicle or
- (d) a Tactical Operations Unit Vehicle equipped to carry specialised weapons.

A vehicle with a police radio, bullet resistant vest, lights and sirens, mobile data terminal etc. is not considered a fully equipped specialist vehicle for the purpose of paragraph 52.1.2 when it is used solely as transportation to and from the recall.

- 52.2. A Non-Commissioned Officer recalled to duty shall be paid, subject to subclause 51.7, Overtime, for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause 51.1, Overtime for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 52.3. A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- 52.4. The minimum period for the payment of overtime worked specified in subclause 51.2, Overtime shall not apply to entitlements under this clause.
- 52.5. A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours shall not be required to undertake any additional duty for the remainder of the three hour period.
- 52.6. A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours shall, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 58, Travelling Time for any period of travel exceeding one hour.
- 52.7. In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
- 52.7.1. a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
  - 52.7.2. the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 52.8. Recall During Annual and Extended Leave
- 52.8.1. A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be recredited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate.) For the purpose of this subclause a full day's leave shall equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
  - 52.8.2. Time worked in excess of eight hours on any recall to duty during annual or extended leave shall be compensated at the rate of double time.
  - 52.8.3. Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 52.8.1 above shall be compensated at the rate of ordinary time.

**52.9. Recall on Public Holiday**

A Non-Commissioned Officer recalled to duty on a public holiday shall be paid in accordance with subclause 52.2 above.

**52.10. Recall on Rest or Recurrent Leave Day**

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

52.10.1. to be compensated for such recall in accordance with this clause; or

52.10.2. to be rostered to commence a normal flexible shift from the time of recall payable at the overtime rate specified in subclause 51.1, Overtime in lieu of being recredited with an alternate rest or recurrent leave day.

**53. Court Attendance Between Shifts**

53.1. A Non-Commissioned Officer recalled to duty to attend court shall be compensated in accordance with clause 52, Recall to Duty.

53.2. A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court shall be paid:

53.2.1. at the overtime rate specified in subclause 51.1, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and

53.2.2. a meal allowance at the appropriate rate.

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

53.3.1. at the overtime rate specified in subclause 51.1, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and, a meal allowance at the appropriate rate or

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

**54. Lockup Keepers' Or Sole Detective's Recall**

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

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

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

54.3. The provisions of subclauses 54.1 and 54.2 above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.

- 54.4. Where a recall to duty mentioned in subclauses 54.1, 54.2 and 54.3 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.
- 54.5. A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 51.7, Overtime, at the overtime rate specified in subclause 51.1, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- 54.6. Where the recall to duty mentioned in subclause 54.5 above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause 51.1, Overtime from the time of recall to the time of commencement of such shift.
- 54.7. In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
- 54.7.1. a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 54.7.2. the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall. Provided further that the same time restrictions prescribed in subclause 54.1 shall also apply in the case of multiple telephone/door calls.
- 54.8. The provision of subclauses 52.2, 52.3, 52.7, 52.9, Recall to Duty, shall not apply to this clause. Provided that the provisions of paragraphs 52.8.1 and 52.8.3 shall only apply in the case of recalls which attract a minimum of 3 hours payment.

#### **55. On Call Detectives Recall**

A Non-Commissioned Officer performing duty as an on call Detective shall be compensated for recalls to duty as follows;

- 55.1. A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 47.1, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 55.2. Where the recall mentioned in subclause 55.1 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- 55.3. Where the recall mentioned in subclause 55.1 exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- 55.4. In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
- 55.4.1. a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 55.4.2. the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 55.5. For the purpose of this clause an On Call Detective shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall also apply to

Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.

- 55.6. An On Call Detective shall also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.
- 55.7. A Non-Commissioned Officer engaged as an on-call Detective who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 52, Recall to Duty.

#### **56. On Call Telephone Recall (Other Than Detectives)**

- 56.1. A Non-Commissioned Officer placed on call, as provided in subclause 47.1, On Call Allowance, will be provided time off in lieu at the overtime rate prescribed at clause 51 Overtime, when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 56.2. A Non-Commissioned Officer (other than a Detective) while on call who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 52, Recall to Duty.

#### **57. Penalty Provisions Not Cumulative**

- 57.1. Where two or more penalty and/or overtime provisions could apply in a particular situation, the New South Wales Police Force shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 62.1 shall be paid in addition to any shift allowance that may be payable in accordance with subclauses 49.1 and 49.4, Shift Allowances.

#### **58. Travelling Time**

- 58.1. Travelling time for Non-Commissioned Officers shall be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 58.2. Travelling time shall mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non- Commissioned Officer during that period.
- 58.3. A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- 58.3.1. Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
- 58.3.2. Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- 58.4. Travelling time will not apply in respect of:
- 58.4.1. Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
- 58.4.2. Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-

Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment shall be compensated in terms of subclause 58.1 above.

58.4.3. Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.

58.4.4. Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.

58.4.5. Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 52.1, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of one hour.

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

58.4.7. Any period between the arrival of a Non-Commissioned Officer at their destination or a place on route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause 58.1 for one third of the period:

- (a) Between the time of arrival and commencement of duty or rostered shift;
- (b) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

58.5. Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment shall be compensated by payment at the travelling time rate, as specified in subclause 58.1.

58.6. A Non-Commissioned Officer travelling in accordance with subclause 58.5 above shall be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

### **59. Time in Lieu of Payment of Travelling Time and Overtime**

59.1. A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 51 Overtime, or Clause 58 Travelling Time.

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

59.3. Time off in lieu shall be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 51 and 58.

- 59.4. Time off in lieu shall generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.
- 59.5. Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.
- 59.6. Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer shall not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

### **60. Relieving Duty**

- 60.1. Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.
- 60.2. Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for a Senior Sergeant 1st Year.
- 60.3. Any Constable, Detective or Police Prosecutor relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year
- 60.4. Any Sergeant, Detective Sergeant, or Prosecutor Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year.
- 60.5. Any Constable, Detective Constable or Police Prosecutor Constable relieving a Prosecutor Sergeant or Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Sergeant 1st Year.
- 60.6. Any Sergeant, Detective Sergeant or Prosecutor Sergeant relieving a Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Senior Sergeant 1st year
- 60.7. Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st Year.
- 60.8. Provided that:
- 60.8.1. these provisions shall not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 60.8.2. for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;

60.8.3. periods of less than 1 week shall not be taken into account.

- 60.9. A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own shall continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

### **61. Allowance for Officers Relieving Into a Detectives Position at Rank**

- 61.1. A Non Commissioned Officer who relieves into a Criminal Investigation position at rank and performs the duties of that position for more than 6 months shall be paid an allowance at the rate of the difference between their salary and the salary they would have received had they been permanently appointed to a Criminal Investigation position.
- 61.2. Payment of the allowance referred to at subclause 61.1 above will commence from the end of the six month period.
- 61.3. A Non Commissioned Officer who during a period of relief at subclause 61.1, is permanently appointed to a Criminal Investigation position, will have their increment backdated from the commencement of the continuous period of relief.
- 61.4. Any period of relief to which subclause 61.1 applies which is continuous with the commencement of this award will count for the purpose of subclause 61.1 and 61.3.

### **62. Public Holidays**

- 62.1. Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, 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, shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- 62.2. A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 51.1 of this Award.

### **63. Competency Based Incremental Progression**

- 63.1. Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants, Detectives and Police Prosecutors elsewhere in this clause, incremental progression for Non-Commissioned Officers shall be based on:
- 63.1.1. a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries, Table 2 - Detectives' Salaries or Table 3 - Police Prosecutors Salaries all of PART B, Monetary Rates; and
- 63.1.2. compliance with the competency requirements specified in this clause.
- 63.2. It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.
- 63.3. Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:
- 63.3.1. ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;



63.3.2.ensuring that Non-Commissioned Officers have access to the necessary training facilities; and

63.3.3.the provision of remedial training where necessary.

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

63.5. Competency Requirements

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

63.5.1.Constable's Education Program

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

63.5.2.Base Generic Competencies

(a) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training

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

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

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

(b) Physical Fitness Standard

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

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

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

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

(c) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a

driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

63.5.3. Mandatory Continuing Police Education (MCPE)

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

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

63.5.4. Objective Test of Policing Knowledge

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

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

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

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

#### 63.5.5. Performance Management Scheme

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

If, at the conclusion of the poor performer's scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

#### 63.6. Effect on Incremental Progression Where Multiple Competencies Not Satisfied

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

#### 63.7. Increments Falling Due During a Period of Initial Remedial Training

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

#### 63.8. Requirements for Progression Through the Various Ranks and Grades

##### 63.8.1. Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment shall be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2008.
- (b) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (c) Confirmation as a constable.

##### 63.8.2. Progression to Constable Levels 3, 4, and 5

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

- (a) 12 months service on each previous increment.

- (b) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression shall be deferred in accordance with the provisions of this clause.

#### 63.8.3. Progression Beyond Constable Level 5 (Promotion to Senior Constable)

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

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 15 and 16 of the Police Regulation 2008.

#### 63.8.4. Progression to Each Subsequent Incremental Level (Including Progression within the Sergeant and Senior Sergeant Ranks)

Progression within the ranks of Senior Constable, Sergeant and Senior Sergeant shall be contingent upon:

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

#### 63.9. Effect of Any Deferral of Incremental Progression

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

63.9.2. Where an increment is deferred:

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

#### 63.10. Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to

full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

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

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

#### 63.11. Part-time Non-Commissioned Officers

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

#### 63.12. Effect of Long Term Absences

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

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

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

#### 63.13. Effect of suspension.

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

63.13.2. A suspended Non-Commissioned Officer is not entitled to incremental progression.

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

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

63.13.5. Where an officer does not achieve incremental progression in accordance with subclause 63.13.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become

the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

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

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

#### 63.14. Performance Management for Seconded Officers

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

#### 63.15. Effect on Transfers

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

#### 63.16. Leading Senior Constables

In addition to the mandatory competency requirements contained within this clause Leading Senior Constables shall be required to satisfy the following for incremental progression;

63.16.1. Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph shall suffice for the requirements of paragraph 63.5.4.

63.16.2. Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

#### 63.17. Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 6th Year and Senior Sergeant 4th Year shall be based on;

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

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

#### 63.18. Detectives

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

##### 63.18.1. Progression up to Detective 8th Year

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

##### 63.18.2. Progression beyond Detective 8th Year

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

##### 63.18.3. Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year

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

#### 63.19. Police Prosecutors

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

##### 63.19.1. Progression beyond Police Prosecutor 8th Year

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

63.19.2. Progression beyond Police Prosecutor Sergeant 4th Year and Police Prosecutor Senior Sergeant 3rd Year

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

#### 64. Provision of Uniform

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

64.2. Initial Issue

64.2.1. Standard Police Dress Uniform - Initial Issue

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

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	Trousers cargo	Three (3)	Trousers cargo
One (1)	Trousers L/W Navy	One (1)	Slacks L/W Navy
Two (2)	Boots GP	Two (2)	Boots GP
One (1)	Hat antron	One (1)	Hat police woman
One (1)	Cap baseball	One (1)	Cap baseball
One (1)	Jacket leather male	One (1)	Leather jacket female
One (1)	Jacket fleece utility	One (1)	Jacket fleece utility
One (1)	Jumper	One (1)	Jumper
Seven (7)	Socks	Seven (7)	Socks
One (1)	Tie male	One (1)	Tie female
One (1)	Vest reflective	One (1)	Vest reflective
One (1)	Search gloves	One (1)	Search gloves
One (1)	Rain jacket yellow	One (1)	Rain jacket yellow
One (1)	Rain trousers yellow	One (1)	Rain trousers yellow
One (1)	Velcro inner belt	One (1)	Velcro inner belt
One (1)	Outer belt straight	One (1)	Outer belt curved
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Glock magazine carrier	One (1)	Glock magazine carrier
One (1)	Radio belt clip carrier	One (1)	Radio belt clip carrier
One (1)	Set of four keepers	One (1)	Set of four keepers



One (1)	Handcuff pouch	One (1)	Handcuff punch
One (1)	Leather baton ring	One (1)	Leather baton ring
One (1)	Leather torch ring	One (1)	Leather torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Primary Glock holster	One (1)	Extended long shank Glock holster
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification wallet	One (1)	Identification wallet
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

64.2.2. In addition to the above items Non-Commissioned Officers shall, on request be supplied, with

a broad brim hat

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

#### 64.3. Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with

two (2) pairs trousers cargo

one (1) pair trousers L/W navy.

#### 64.4. Cold Climate Areas (Category 1)- Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

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

will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

#### 64.5. Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of:

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

will be provided with:

one (1) fur lined cap

one (1) pair gloves

four (4) pairs winter weight socks

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

#### 64.6. Alpine Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 64.2 of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of:-

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

will be provided with:

one (1) pair winter gloves

four (4) pairs winter weight socks

two (2) waterproof boots

one (1) fur lined cap

one (1) Alpine beanie

four (4) Alpine Snow Skivvies

One (1) Alpine Snow Vest

One (1) Snow/Rain jacket

One (1) Snow/Rain trousers

64.7. Annual Issue

All uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of winter weight socks when attached to the areas specified in subclauses 64.4, 64.5 and 64.6 of this clause.

64.8. Stocking Allowance

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

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

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

64.9. Plain Clothes Allowance

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

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

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

64.11.1. absent on sick leave for a continuous period exceeding 6 months;

64.11.2. absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or

64.11.3. suspended from office.

64.12. Condemnation

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

64.13. Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of the New South Wales Police Force the Association is to be notified

promptly in writing by the New South Wales Police Force of the particular problem and the anticipated date of supply.

#### 64.14. Review of Allowances

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

### 65. Air Travel

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

### 66. Lockers

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

### 67. Work of a Menial Nature

- 67.1. Non-Commissioned Officers shall not be required to perform cleaning or similar work.

## Section 5. Commissioned Officers

### 68. Salaries

- 68.1. Subject to the Police Act, 1990, and Regulations and any requirements thereunder and to the provisions of clause 72, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer shall, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 68.2. The salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 40 of this Award is intended to compensate.
- 68.3. The parties recognise the "all up" nature of the Salaries prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991.

### 69. Hours of Duty

- 69.1. The ordinary hours of duty for all Commissioned Officers shall be an overall average, of 38 hours per week.
- 69.2. Consistent with the provisions of subclause 68.3, Salaries, any additional duty required to be performed outside of ordinary hours of duty shall attract no additional remuneration.
- 69.3. Commissioned Officers whose performance of work is not subject to regular shift rostering practices shall be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers shall manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.

- 69.4. The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 69.3 above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.
- 69.5. With the exception of those Commissioned Officers referred to in subclause 69.6 below, Commissioned Officers shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 17.5, Annual Leave.

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

Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays shall be subject to the provisions of clause 48, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime shall apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.

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

The following provisions shall apply to Commissioned Officers other than those described in subclause 69.6 above:

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

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

## **70. Fixed Term Appointment**

- 70.1. Each Commissioned Officer shall be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the Police Act, 1990.
- 70.2. Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments
- 70.3. Fixed Term Appointments shall generally expire only by the effluxion of time. No occurrence of any nature shall have the effect of extending the period of any appointment beyond its nominated expiry date.

## **71. Non Renewal Benefit**

- 71.1. Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the Police Act, 1990 shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:
- 71.1.1. The entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;
- 71.1.2. The benefit shall only be payable in respect of each completed Fixed Term Appointment;
- 71.1.3. Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from the New South Wales Police Force during the currency of a Fixed Term Appointment shall be regarded as not having completed that

particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;

- 71.1.4. Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the Police Act, 1990, shall be deemed to be a completed Term for the purpose of accrual of the benefit;
- 71.1.5. In circumstances where a Commissioned Officer is "removed" from the New South Wales Police Force under the provisions of s181D of the Police Act, 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.
- 71.1.6. In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause shall apply.
- 71.1.7. Consistent with the provisions of paragraphs 71.1.2 and 71.1.3 above, any entitlement to a benefit shall become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;
- 71.1.8. Commissioned Officers who are appointed to a position with the Police Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;
- 71.1.9. Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter into a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the New South Wales Police Force Senior Executive Service. Any such benefit shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause 71.1.8 above.

## **72. Competency Based Incremental Progression**

- 72.1. Incremental progression for Commissioned Officers shall be based on:-
- 72.1.1. a minimum period of twelve (12) months service on each incremental level where defined in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates; and
- 72.1.2. compliance with the competency requirements specified in this clause.
- 72.2. It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.
- Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:
- 72.2.1. ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- 72.2.2. ensuring that Commissioned Officers have access to the necessary training facilities; and

72.2.3. the provision of remedial training where necessary.

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

### 72.3. Competency Requirements

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

#### 72.3.1. Base Generic Competencies

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

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

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

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

- (b) Physical Fitness Standard

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

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

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

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

- (c) Driver Status

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

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



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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

#### 72.3.2. Mandatory Continuing Police Education (MCPE)

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

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

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

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

#### 72.3.3. Performance Management Scheme

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

If, at the conclusion of the poor performer's scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

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

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

#### 72.4. Effect on Incremental Progression Where Multiple Competencies Not Satisfied

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

#### 72.5. Increments Falling Due During a Period of Initial Remedial Training

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

#### 72.6. Effect of Any Deferral of Incremental Progression

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

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

#### 72.7. Commissioned Officers Medically Excused from Demonstrating Certain Competencies

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

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

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

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

#### 72.8. Part-time Commissioned Officers

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

#### 72.9. Effect of Long Term Absences

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

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

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

#### 72.10. Effect of Suspension.

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

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

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

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

72.10.5. Where an officer does not achieve incremental progression in accordance with subclause 72.10.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.

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

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

#### 72.11. Performance Management for Seconded Officers

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

#### 72.12. Effect on Transfers

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

#### 72.13. Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at subparagraph (b) of 72.3.3 may request in review of such a decision. Any review shall be internal only. The grounds and process for conducting such a review shall be as agreed between the parties.

### **73. Relieving Duty**

#### 73.1. General

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

#### 73.2. Exceptions

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

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

#### 73.3. Amount Payable

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

73.3.2. Where an Inspector does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined as a percentage of the full allowance prescribed in paragraph 73.3.1 above. The percentage of the allowance payable shall be that determined by the approving officer and shall be "rounded up" to the nearest 10%.

#### 73.4. Limitations on Eligibility

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

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

73.4.3. Except as provided in subclause 73.5 below no allowance shall be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

73.5. Extended Periods of Relief

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

#### **74. Travelling Time**

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

### **Section 6 - Disputes/Grievance Settlement Procedure**

#### **75. Disputes/Grievance Settlement Procedure**

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

75.2. Health and Safety Issues - Procedures

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

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

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

75.5. Procedures in Other Matters

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

75.6. Failing resolution of the grievance/dispute further discussions shall be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who shall inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of 75.5 above.

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

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

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

## **Section 7 - Transferred Officers Entitlements & Compensation**

### **76. Definitions**

- 76.1. In addition to Clause 3, the following definitions apply to this Section
- 76.2. "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.
- 76.3. "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;
- 76.3.1. Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,
- 76.3.2. Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,
- 76.3.3. Desirable Commuter Locations, and,
- 76.3.4. Specialist Commands with Units located in the Locations outlined above
- 76.4. "Location" within the Metropolitan Area means duty at a Local Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Local Area Command.
- 76.5. "Metropolitan Area" means the Sydney Region but also includes the area referred to as the Central Coast on the northern line as far as Gosford, the area on the western line as far as Mount Victoria and on the Illawarra line as far as Wollongong.
- 76.6. "Permanent accommodation" means accommodation other than temporary accommodation under Clause 82.
- 76.7. "Transferred Officer" means an officer who has been assigned to a new Location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include an officer transferred;

- 76.7.1. at the officer's own request subject to clause 77, or
- 76.7.2. under an arrangement between officers to exchange positions, or
- 76.7.3. for disciplinary reasons under the provisions of Section 173 of the Police Act 1990.
- 76.8. The Commissioner will retain the discretion to offer all or partial transfer costs for special purposes above the minimum standard where circumstances require, including attraction and retention transfers.

#### **77. Eligibility for Entitlements under This Section**

- 77.1. Officers are eligible for the entitlements as Transferred Officers under this section in the following circumstances:
- 77.1.1. Subject to subclause 77.1.3, following five (5) years at a Location or, in the case of Special Remote Locations, after the minimum tenure prescribed for these Locations. However, where officers have performed less than the required minimum tenure, approval may only be given in exceptional circumstances, to the reimbursement of Removal Costs as provided in Clause 84.
- 77.1.2. With respect to five (5) years at a Location in 77.1.1, any continuous period of completed tenure in the metropolitan area accumulates towards the five year eligibility.
- 77.1.3. Where an officer transfers;
- (a) From the Metropolitan Area to a Desirable Location as defined, or
  - (b) From a Desirable Location to another Desirable Location,
- the officer is not entitled to the provisions of Clause 89, 90 and 91 unless the officer is;
- (i) Transferred as a result of a promotion,
  - (ii) Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act); or
  - (iii) Otherwise approved by the Commissioner.
- All other entitlements under this section are not affected by this subclause.
- 77.1.4. Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act).
- 77.1.5. Subject to subclause 77.1.3, transfers arising directly from the advertisement of a vacant position.
- 77.1.6. Where an officer moves from or into NSW Police Force official police residences, including moves within the same town, they shall be eligible for payment of removal costs under Clause 84 only, unless entitled to costs under another clause of the Award.
- 77.1.7. Where a spouse is also employed in the NSW Police Force or the NSW Public Service and is also the subject of a transfer, assistance payable under this section is paid to one person only. Where applicable however, both partners may claim the leave concessions under Clause 81 Transfer Leave.
- 77.1.8. The Commissioner may, in extraordinary circumstances, approve an officer as a Transferred Officer, to receive eligibility under this clause, where the Commissioner is satisfied that the officer's hours of duty at the new Location, or available transport to the new Location, make it impracticable for them to travel from home to their location.

### **78. Officers Appointed under Section 66a & 67 of the Police Act**

78.1. Section 66A and 67 are eligible for entitlements under this section as follows;

78.1.1. Officers temporarily appointed without a right of return to their former Location receive full entitlements.

78.1.2. Officers temporarily appointed with a right of return to their former Location who are accompanied by dependents and who are not required to maintain two households can access all entitlements but not Clause 89, 90 and 91 until appointment is confirmed.

78.1.3. Officers temporarily appointed who do not have dependents with them until transfer is fully finalised are entitled to access Clause 82 Cost of Temporary Accommodation.

78.1.4. Officers temporarily appointed who have no dependents and a right of return and not maintaining two households are eligible for entitlements other than Clause 89, 90 and 91 until there is a permanent appointment.

78.1.5. In respect of Paragraph 78.1.2, and 78.1.4, removal costs and compensation for depreciation under Clauses 84 and 87 will only be paid once. Officers must wait until confirmation of their appointment to move their family and/or household effects and claim appropriate costs.

### **79. Special Remote Locations**

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

### **80. Notice of Transfer**

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

### **81. Transfer Leave**

81.1. An Officer assigned to duty at a new Location shall be entitled to special leave on the following basis:

81.1.1. two days on full pay for the purpose of visiting the new location with a view to obtaining suitable permanent accommodation;

81.1.2. two days on full pay for the purpose of preparation and packing of personal and household effects prior to removal or two days for the purpose of arranging storage;

81.1.3. such leave as is necessary, on full pay to travel to the new location for the purpose of commencing duty, and/or for the purposes referred to in Paragraph 81.1.1

81.1.4. one day on full pay for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

81.1.5. Where the purposes referred to above cannot be achieved in the time specified the Commissioner may grant such extra leave as necessary.

81.1.6. When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer shall, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the



maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a member of the household (capped at the maximum meal expense allowance).

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

## **82. Cost of Temporary Accommodation**

- 82.1. For the purposes of this clause of the award, temporary accommodation shall not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.
- 82.2. Where a transferred officer, including an officer referred to in Clause 78, maintaining dependant relatives in their home: -

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

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

Salary of Employee and Spouse	Amount	Each Dependant Child 6 yrs of age and over (Max. contribution \$54 per week)
\$ Per Annum	\$ Per week	\$ Per week
Up to \$28233	\$218	\$27
\$28234 to \$35980	\$239	\$27
\$35981 to \$46258	\$262	\$27
\$46259 to \$59477	\$324	\$27
\$59478 and over	\$412	\$27

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

82.6. The payment of allowances under subclauses 82.2 and 82.4 of this clause shall in all cases be subject to:

82.6.1. the production of receipts;

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

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

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

### 83. Excess Rent Assistance

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

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

83.2. The formula for excess rent is as follows.

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

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

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

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

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

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

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

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

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

- 83.3. In exceptional circumstances, the Commissioner may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

#### **84. Removal Costs**

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

#### **85. Storage of Furniture**

Where the Commissioner is satisfied upon written application that a transferred officer is unable to secure suitable permanent accommodation at the new location and is required to store furniture while waiting to secure permanent accommodation, the Commissioner will approve the storage of removals. Where approval is given, the officer is eligible to receive the cost of storage and cartage to the store and from the store to the officer's residence. The officer shall also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause 84.3. Written applications will be made in advance, however the Commissioner may accept an application that is lodged later only where circumstances beyond the officer's control prevented it, and where it is made as soon as possible thereafter.

**86. Cost of Personal Transport**

- 86.1. A transferred officer shall be entitled to the option of the first class rail fare or reimbursement for the use of a private vehicle on the following basis:
  - 86.1.1. For self and one member of the household when proceeding on leave as in paragraph 81.1.1,
  - 86.1.2. For self and all members of the household when proceeding on leave as in paragraph 81.1.3, in so far as that paragraph refers to the commencement of duty; provided that where the members of the officer’s household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport shall be deferred until such time as travel to take up residence at the officer’s new location occurs.
  - 86.1.3. For self when proceeding on transfer leave for the purposes of transfer leave under subclause 81.2.
- 86.2. Where an officer elects to use a private vehicle such officer shall be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment shall be at the official business rate prescribed from time to time.
- 86.3. Car allowance paid in respect of travel under 86.1.1 shall not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 86.1.3, the cost of first class rail fares for the transferred officer.
- 86.4. Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 81.1.1, shall be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Department of Premier and Cabinet for use of air travel.

**87. Compensation for Depreciation and Disturbance**

A transferred officer shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location, occasioned by the relocation. Such entitlement shall be \$1,126 where the Commissioner is satisfied that such officer has removed a substantial portion of what constitutes normal household furniture, furnishings and fittings of not less value than \$7,037; a pro rata amount being payable where the value is less than \$7037.

**88. Education of Children**

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

<b>MALE</b>	
<b>WINTER UNIFORMS</b>	<b>SUMMER UNIFORMS</b>
1 Suit Coat	3 shirts

2 pairs of winter trousers	2 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	1 hat
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes (where there is a unique requirement)	
1 track suit/sports uniform (but not both)	
1 pair of sandshoes	

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

### 89. Conveyancing and Other Costs

89.1. A transferred officer who as a consequence of the transfer to a new location, sells a residence at the former location, and buys a residence or land upon which to erect a residence at the new location shall subject to the conditions prescribed in subclause 89.2, be entitled to reimbursement of the following expenses incurred in such transactions:-

89.1.1. where a solicitor or a registered conveyancing company has been engaged to act on behalf of the officer in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions;

89.1.2. stamp duty as per clause 90;

89.1.3. where the officer has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.

89.2. Reimbursement of expenses.

89.2.1. Reimbursement of expenses under this clause shall only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.

89.2.2. A period of residence in a police residence is not to count towards the period of four years set out in clause 89.2.1.

89.2.3. A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer shall be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.

89.2.4. Where it is not practicable for the transferred officer to purchase a residence in the new location and such officer has disposed of the former residence, such officer is not to be excluded from the

award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in subclause 89.2.3 above.

89.2.5. The Commissioner will be prepared to consider individual cases where the four-year period referred to in 89.2.1, 89.2.3 and 89.2.4 has been exceeded but will require full details of why sale and/or purchase of the transferred officer's residence could not be completed in the four year period.

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

### **90. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees**

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

90.1.1. sells a residence at the former location, and

90.1.2. buys a residence or land upon which to erect a residence at the new location, shall be entitled to reimbursement of;

- (a) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
- (b) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs 90.1.1 and 90.1.2 of this subclause;
- (c) registration fees on transfers and mortgages on the residence, or the land and a house erected on the land, on the following basis:
  - (i) where the purchase is completed and the transferred officer enters into occupation of the residence within 15 months of transfer, such officer will be eligible for the reimbursement of stamp duty in full;
  - (ii) where the occupation of the residence purchased or erected as a result of transfer is not completed within 15 months but is completed within 4 years of transfer, reimbursement of stamp duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

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

90.2.1. does not sell a residence at the former location, but

90.2.2. buys a residence or land upon which to erect a residence at the new location, shall be entitled to reimbursement of:

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

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

### **91. Incidental Costs Upon Change of Residence**

- 91.1. Where a transferred officer entitled to the reimbursement of conveyancing and other costs under clause 89, Conveyancing and Other Costs, of this award, purchases a residence or the land upon which to erect a residence at the new location prior to the sale of the former residence, such officer shall be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the Commissioner may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
- 91.2. A transferred officer shall be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs and of telephone installation at the new residence, provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence.
- 91.3. A transferred officer entitled to the reimbursement of conveyancing and other costs under clause 89, shall be entitled to reimbursement of the cost of survey certificates, pest certificates and/or building society registration fees reasonably incurred in seeking financial accommodation for the purpose of purchasing a new residence or the land upon which to erect a new residence at the new location, and the fees associated with discharging the mortgage on the officer's former residence.
- 91.4. A transferred officer shall be entitled to reimbursement for the fees charged by Australia Post for the re-direction of mail for the first month following the vacation of the former residence.

### **92. Relocation on Retirement**

- 92.1. Upon retirement from the Police Force at a place other than the place of original recruitment to the Police Force, an officer shall be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, other than to a location substantially the same as the location at retirement, unless the officer is moving from a Police residence, together with the cost of insuring the same against damage in transit on the basis provided for in subclause 84.3, provided:
- 92.1.1. that the maximum amount of such reimbursement shall be limited to that payable had the officer moved to the place of original recruitment to the Police Force; and
- 92.1.2. the officer's relocation is effected within the period of 12 months following date of retirement.
- 92.2. Upon the death of an officer, the provisions referred to above shall apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.
- 92.3. The Commissioner will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

### **93. Existing Benefits**

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

## **Section 8 - Area, Incidence and Duration**

### **94. Area, Incidence and Duration**

- 94.1. This Award applies to all officers defined herein.

- 94.2. It shall take effect on and from 1 July 2013 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which shall take effect from the dates specified in that Part, or where otherwise stated in the award and shall remain in force until 30 June 2014.
- 94.3. This Award rescinds and replaces the Crown Employees (Police Officers - 2009) Award published 26 February 2010 (369 I.G. 1233) as varied (see Schedule 1).
- 94.4. Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

## PART B

### MONETARY RATES

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

From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	57,054	63,615
Constable Level 2	59,208	66,017
Constable Level 3	61,358	68,414
Constable Level 4	63,509	70,813
Constable Level 5	64,589	72,017
Senior Constable Level 1	71,052	79,223
Senior Constable Level 2 Step 1	72,124	80,418
Senior Constable Level 2 Step 2	72,124	80,418
Senior Constable Level 3 Step 1	75,354	84,020
Senior Constable Level 3 Step 2	75,354	84,020
Senior Constable Level 3 Step 3	75,354	84,020
Senior Constable Level 4 Step 1	79,662	88,823
Senior Constable Level 4 Step 2	79,662	88,823
Senior Constable Level 5 Step 1	81,812	91,220
Senior Constable Level 5 Step 2	81,812	91,220
Senior Constable Level 6	82,887	92,419
Leading Senior Constable Level 1 Step 1	85,526	95,361
Leading Senior Constable Level 1 Step 2	85,526	95,361
Leading Senior Constable Level 2	87,753	97,845
Sergeant 1st Year	83,967	93,623
Sergeant 2nd Year	83,967	93,623
Sergeant 3rd Year	88,272	98,423
Sergeant 4th Year	88,272	98,423
Sergeant 5th Year	91,500	102,023
Sergeant 6th Year	91,500	102,023
Sergeant 7th Year	95,808	106,826
Sergeant 8th Year	95,808	106,826
Sergeant 9th Year	96,883	108,025
Senior Sergeant 1st Year	95,808	106,826
Senior Sergeant 2nd Year	95,808	106,826



Senior Sergeant 3rd Year	96,883	108,025
Senior Sergeant 4th Year	99,033	110,422
Senior Sergeant 5th Year	102,183	113,934

**Table 2 - Detectives' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	63,509	67,368	76,360
Detective 2nd Year	64,589	68,448	77,564
Detective 3rd Year	71,052	74,911	84,770
Detective 4th Year	72,124	75,983	85,965
Detective 5th Year	75,354	79,213	89,567
Detective 6th Year	79,662	83,521	94,370
Detective 7th Year	81,812	85,671	96,767
Detective 8th Year	82,887	86,746	97,966
Detective 9th Year	85,526	89,385	100,908
Detective 10th Year	87,753	91,612	103,392
Detective Sergeant 1st Year	83,967	87,826	99,170
Detective Sergeant 2nd Year	83,967	87,826	99,170
Detective Sergeant 3rd Year	88,272	92,131	103,970
Detective Sergeant 4th Year	91,500	95,359	107,570
Detective Sergeant 5th Year	95,808	99,667	112,373
Detective Sergeant 6th Year	96,883	100,742	113,572
Detective Senior Sergeant 1st Year	95,808	99,667	112,373
Detective Senior Sergeant 2nd Year	96,883	100,742	113,572
Detective Senior Sergeant 3rd Year	99,033	102,892	115,969
Detective Senior Sergeant 4th Year	102,183	106,042	119,481

**Table 3 - Police Prosecutors Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
		\$	\$
	Per Annum \$	Per Annum	Per Annum
Prosecutor 1st Year	63,509	70,655	79,347
Prosecutor 2nd Year	64,589	71,735	80,551
Prosecutor 3rd Year	71,052	78,198	87,757

Prosecutor 4th Year	72,124	79,270	88,952
Prosecutor 5th Year	75,354	82,500	92,554
Prosecutor 6th Year	79,662	86,808	97,357
Prosecutor 7th Year	81,812	88,958	99,754
Prosecutor 8th Year	82,887	90,033	100,953
Prosecutor 9th Year	85,526	92,672	103,895
Prosecutor 10th Year	87,753	94,899	106,379
Prosecutor Sergeant 1st Year	83,967	91,113	102,157
Prosecutor Sergeant 2nd Year	83,967	91,113	102,157
Prosecutor Sergeant 3rd Year	88,272	95,418	106,957
Prosecutor Sergeant 4th Year	91,500	98,646	110,557
Prosecutor Sergeant 5th Year	95,808	102,954	115,360
Prosecutor Sergeant 6th Year	96,883	104,029	116,559
Prosecutor Senior Sergeant 1st Year	95,808	102,954	115,360
Prosecutor Senior Sergeant 2nd Year	96,883	104,029	116,559
Prosecutor Senior Sergeant 3rd Year	99,033	106,179	118,956
Prosecutor Senior Sergeant 4th Year	102,183	109,329	122,468

**Table 4 - Commissioned Officers' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	119,710
Inspector 2nd Year	125,799
Inspector 3rd Year	134,168
Inspector 4th Year	138,534
Inspector 5th Year	140,634
Inspector 6th Year	143,906
Inspector 7th Year	149,355
Inspector 8th Year	151,542
Superintendent 1st Year	163,074
Superintendent 2nd Year	169,073
Superintendent 3rd Year	171,255
Superintendent 4th Year	173,436
Superintendent 5th Year	175,982
Superintendent 6th Year	178,891
Superintendent 7th Year	181,074
Superintendent 8th Year	186,078

**Table 5 - Travelling Allowance and Motor Vehicle Allowances**

Item 1

Capital Cities	Per Day \$
Sydney	299.25
Adelaide	273.25
Brisbane	317.25
Canberra	281.25
Darwin	305.25
Hobart	248.25
Melbourne	289.25
Perth	349.25

High Cost Country Centres	Per Day \$
Alice Springs (NT)	266.25
Bourke (NSW)	281.25
Bright (VIC)	252.25
Broome (WA)	326.25
Bunbury (WA)	271.25
Burnie (TAS)	251.25
Cairns (QLD)	256.25
Carnarvon (WA)	267.25
Castlemaine (VIC)	249.25
Chinchilla (QLD)	249.25
Christmas Island (WA)	266.25
Dampier (WA)	291.25
Derby (WA)	298.25
Echuca (VIC)	239.25
Emerald (QLD)	257.25
Exmouth (WA)	371.25
Geelong (VIC)	252.25
Geraldton (WA)	251.25
Gladstone (QLD)	303.25
Gold Coast (QLD)	265.25
Halls Creek (WA)	281.25
Horn Island (QLD)	285.25
Jabiru (NT)	308.25
Kalgoorlie (WA)	275.25
Karratha (WA)	463.25
Katherine (NT)	250.25
Kununurra (WA)	318.25
Mackay (QLD)	257.25
Mount Isa (QLD)	276.25
Newcastle (NSW)	259.25
Newman (WA)	311.25
Norfolk Island	306.25
Port Hedland (WA)	375.25
Port Pirie (SA)	256.25
Thursday Island (QLD)	296.25
Wagga Wagga (NSW)	250.25
Weipa (QLD)	254.25
Wilpena-Pound (SA)	283.25
Wollongong (NSW)	252.25
Whyalla (SA)	261.25
Yulara (NT)	360.25

Tier 2 Country Centres	Per Day \$
Albany (WA)	234.45
Ararat (VIC)	234.45
Armidale (NSW)	234.45
Bairnsdale (VIC)	234.45
Ballarat (VIC)	234.45
Bathurst (NSW)	234.45
Bendigo (VIC)	234.45
Bordertown (SA)	234.45
Broken Hill (NSW)	234.45
Bundaberg (QLD)	234.45

Ceduna (SA)	234.45
Cocos (Keeling) Islands	234.45
Coffs Harbour (NSW)	234.45
Cooma (NSW)	234.45
Dalby (QLD)	234.45
Devonport (TAS)	234.45
Dubbo (NSW)	234.45
Esperance (WA)	234.45
Gosford (NSW)	234.45
Goulburn (NSW)	234.45
Hamilton (VIC)	234.45
Hervey Bay (QLD)	234.45
Horsham (VIC)	234.45
Innisfail (QLD)	234.45
Kadina (SA)	234.45
Kingaroy (QLD)	234.45
Launceston (TAS)	234.45
Maitland (NSW)	234.45
Mildura (VIC)	234.45
Mount Gambier (SA)	234.45
Mudgee (NSW)	234.45
Muswellbrook (NSW)	234.45
Naracoorte (SA)	234.45
Orange (NSW)	234.45
Port Augusta (SA)	234.45
Portland (VIC)	234.45
Port Lincoln (SA)	234.45
Port Macquarie (NSW)	234.45
Queanbeyan (NSW)	234.45
Renmark (SA)	234.45
Rockhampton (QLD)	234.45
Roma (QLD)	234.45
Seymour (VIC)	234.45
Swan Hill (VIC)	234.45
Tamworth (NSW)	234.45
Tennant Creek (NT)	234.45
Toowoomba (QLD)	234.45
Townsville (QLD)	234.45
Tumut (NSW)	234.45
Warrnambool (VIC)	234.45
Wonthaggi (VIC)	234.45

Other country centres	213.45
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## Item 2

Incidental expenses allowance - when claiming actual expenses - all locations	17.85
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## Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres		\$
Breakfast		24.35
Lunch		27.35
Dinner		46.70

Tier 2 and other country centres	
Breakfast	21.80
Lunch	24.90
Dinner	42.90

## Item 4

## Use of Private Motor Vehicle

Official Business - Engine capacity	
2601cc and over	75.0
1601cc 2600cc	74.0
1600cc or less	63.0

Casual Rate - Engine capacity	
2601cc and over	30.0
1601cc 2600cc	29.6
1600cc or less	25.2

Motor Cycle Allowance (50% of the 1600cc or less official business rate)	
	31.5

**Table 6 - Remote Areas - Living Allowance**

## Item 1

With Dependents	Per Annum \$
Grade A	1,835
Grade B	2,434
Grade C	3,250

## Item 2

Without Dependents	Per Annum \$
Grade A	1,280
Grade B	1,706
Grade C	2,276

**Table 7 - Detectives' Special Allowance**

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%	1,688

**Table 8 - Prosecutors' Special Allowance**

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%	1,388

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

From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%	
	Per Annum \$
Grade 1 Six months following permanent appointment	1,101
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,650 1,924 2,196
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,752 3,300 3,859
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	4,672 5,772 7,146

**Table 10 - Forensic Services Group Expert Allowance**

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2013 3.2%	15,975

**Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)**

Commencing from the first full pay period to begin on or after 1 January 2003	
Professional/Academic Qualification	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees Or Associate Diplomas or Associate Diploma in Justice Administration	792
With effect from 1 January 2002:	
Vocationally relevant degrees as defined in subclause 45.3, Professional Academic Qualifications Allowances.	792

**Table 12 - On-Call Allowances (Non-Commissioned Officers)**

From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2%	
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	18.21
Where the period advised to be on call is 24 hours, for each such period the rate is;	27.29
Vehicle Care as defined in 43.2	9.07

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

**Table 13 - Meal Allowances (Non-Commissioned Officers)**

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

when they have worked more than one half hour beyond the completion of a rostered shift or where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

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

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

Breakfast	\$27.10
Lunch	\$27.10
Dinner	\$27.10
Supper	\$9.95

**Table 14 - Stocking Allowance (Non-Commissioned Officers)**

	Maximum Per Annum \$
Stocking Allowance	121.00

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

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 64 - Provision of Uniform lieu of the provision of (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) or as Police Prosecutors under clause 39 Salaries (Police Prosecutors) shall not be entitled to a Plain Clothes Allowance).	
	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 64.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 64.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 64.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

**Table 16 - Special Operations Allowance**

Senior Constable Level 3 (loaded hourly rate)	\$41.05
Incidental Allowance	\$17.85
Operations Allowance	\$10.00
Total	\$68.90

**SCHEDULE 1**

## Crown Employees (Police Officers - 2009) Award - History

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

M. J. WALTON *J, Vice-President.*  
C. G. STAFF *J.*  
I. TABBAA, Commissioner.

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## **CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD**

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 48 of 2013)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Mr Justice Staff

26 June 2013

### **VARIATION**

1. Insert after clause 23 of the award published 29 June 2012 (372 IG 977) the following new clause 23A, Consultation:

#### **Clause 23A. Consultation**

23A.1 Consultation is a process that:

- 23A.1.1 provides an opportunity for the Department, the Association and employees to express their views, state objections, exchange information and promote understanding;
- 23A.1.2 involves timely provision of all relevant information to employees and the Association; and
- 23A.1.3 provides a genuine opportunity for employees directly affected by major changes in the workplace, the wider workforce and the Association to influence the matters under discussion with the Department.

23A.2 Where the Department has made a definite decision to introduce major changes in, program/service delivery, organisation, structure or technology that are likely to have significant effects on employees, the Department shall notify the employees who may be affected by the proposed changes and the Association for the purpose of engaging in consultation.

23A.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Department's workforce or in the skills required, changes in job opportunities, promotion opportunities or job tenure for a class or group of employees, the alteration of hours of work for a class or group of employees, the need for retraining or transfer of a class or group of employees to other work or locations and the restructuring/redesign of jobs.

23A.4 The Department is not required to consult over individual workplace/performance issues under this clause.

23A.5 The Department shall discuss with the employees affected and the Association, among other matters, the introduction of the changes referred to in subclause 23A.2 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.

23A.6 The discussions shall commence as early as practicable after a definite decision has been made by the Department to make the changes referred to in subclause 23A.2 of this Clause.

23A.7 For the purpose of such discussions, the Department shall provide to the employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed, the expected significant effects of the changes on employees and any other matters likely to affect employees, provided that the Department shall not be required to disclose confidential information the disclosure of which would adversely affect the Department.

23A.8 The Department will notify affected employees and the Association of the outcome of the consultation in writing.

2. This variation shall take effect from 24 June 2013.

R. P. BOLAND *J, President.*  
M. J. WALTON *J, Vice-President.*  
C. G. STAFF *J.*

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## **HIGHER SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

### **CORRECTION**

- A. The Award of 14 December 2012, Serial C8043, published 21 December 2012 (375 I.G. 258), is corrected as follows:
1. In Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates, of Schedule 1, for the words "Weekday Supplementary Rates per hour ", appearing in the table column header, delete the word "hour" and substitute the word "day".
  2. In Table 5 - Hourly Rates Floor to Apply to Corporate On-Screen marking, of Schedule 1, for the words "Weekday Supplementary Rates per hour on and from", appearing in the table column header, delete the word "hour" and substitute the word "day".

G. M. GRIMSON *Industrial Registrar.*

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**LOCAL GOVERNMENT (STATE) AWARD 2010**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 500 of 2013)

Before Commissioner Newall

1 July 2013

**VARIATION**

1. Delete in Table 2 - Allowances of Part B - Monetary Rates, items Clause 14 (ix) Vehicle Allowances: (a) and (b), Clause 14(x)(h), and Clause 14(xiii), of the award published 31 December 2010 (370 I.G. 648) and insert in lieu thereof the following:

	First Pay Period 01/07/13
Clause 14(ix) Vehicle Allowances:	
(a) Under 2.5 litres	0.67 p.km
2.5 litres and over	0.76 p.km
(b) Minimum quarterly payment	1843.05
Clause 14(x)(h) Vehicle Allowance (cents per km):	
Under 2.5 litres	0.67 p.km
2.5 litres and over	0.76 p.km
Clause 14(xiii) Meal Allowance	14.08

2. Delete the table clause 26E (XVI), Traineeship Wage Rates of Part B, Monetary Rates, and insert in lieu thereof the following:

## CLAUSE 26E (XVI)

**Traineeship Wage Rates**

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
~~~~~ School Leaver	279.50	307.90	366.80
Plus 1 year out of school	307.90	366.80	426.80
Plus 2 years	366.80	426.80	496.70
Plus 3 years	426.80	496.70	568.70
Plus 4 years	496.70	568.70	
Plus 5 years or more	568.70		

3. Delete subclauses (xvii), (xviii), and (xix) of clause 41, Area, Incidence and Duration and insert in lieu thereof the following:

(xvii) The increase to Clause 14(xiii) Meal Allowance shall take effect from the first full pay period commencing on or after 1 July 2013.

(xviii) The increases to Clause 26E(xvi) Government Funded Traineeships shall take effect from the first full pay period commencing on or after 1 July 2013.

- 
- (xix) The increase to clause 14(ix) and clause 14(x)(h) Vehicle Allowances shall take effect from the first full pay period commencing on or after 1 July 2013.
4. Delete subclause (xx) of clause 41, and renumber subsequent clauses accordingly.
5. This variation shall take effect on and from the first full pay period after 1 July 2013.

P. J. NEWALL, Commissioner

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(018)

**SERIAL C8071**

**NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY  
SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE)  
AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(No. IRC 736 of 2012)

Before The Honourable Justice Walton, Vice-President

17 July 2013

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 18 November 2011, and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

**Table 1 - Salaries**

	1st full pay period to commence on or after 1.7.12 2.5% per annum \$
<b>Assistant in Nursing</b>	
Under 18 years - 1st Year of Experience	31,656
Under 18 years - 2nd Year of Experience	33,083
Under 18 years - Thereafter	34,387
<b>Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult</b>	
Over 18 years - 1st Year of Experience	37,361
Over 18 years - 2nd Year of Experience	38,553
Over 18 years - 3rd Year of Experience	39,756
Over 18 years - 4th Year of Experience	40,989
<b>Trainee Enrolled Nurse</b>	
Under 18 years - 1st Year of Experience	31,704
Under 18 years - 2nd Year of Experience	33,100
Under 18 years - Thereafter	34,426
<b>Trainee Enrolled Nurse</b>	
Over 18 years - 1st Year of Experience	37,399
Over 18 years - 2nd Year of Experience	38,591
Over 18 years - 1st Year of Experience	39,801
Thereafter	41,047
<b>Enrolled Nurse</b>	
1st Year of Service	45,900
2nd Year of Service	46,906
3rd Year of Service	47,918
4th Year of Service	48,932
Thereafter	49,954

Enrolled Nurse - Medication Endorsement	
1st Year	48,314
2nd Year	49,354
3rd Year	50,401
4th Year	51,448
5th Year & Thereafter	52,504
Nurses undergoing pre-registration training other than as a student	44,870
Registered Nurse	
1st Year of Service	52,040
2nd Year of Service	54,880
3rd Year of Service	57,710
4th Year of Service	60,744
5th Year of Service	63,752
6th Year of Service	66,771
7th Year of Service	70,194
8th Year of Service	73,088
Clinical Nurse Consultant	
1st Year	91,431
2nd Year	93,523
Clinical Nurse Specialist	
*No further appointments to this classification after 30 June 2004.	76,068
Clinical Nurse Educator	76,068
Nurse Learning and Development Officer	
1st Year	84,380
2nd Year	86,754
3rd Year	88,884
4th Year	93,524
Residential Unit Nurse Manager	91,681
Level 1	
Residential Unit Nurse Manager	96,034
Level 2	
Residential Unit Nurse Manager	98,614
Level 3	
Nurse Systems Support Officer	
Level 1	82,148
Level 2	87,363
Level 3	
1st Year	91,431
2nd Year	93,292
Nurse Systems Support Co-ordinator	
Level 1	87,363
Level 2	
1st Year	91,431
2nd Year	93,292
Level 3	
1st Year	91,431
2nd Year	93,292
3rd Year	95,144
4th Year	97,028

Level 4	
1st Year	95,144
2nd Year	97,028
Nurse Manager Learning and Development Unit	
1st Year	100,749
2nd Year	102,628
Nurse Manager Resource Support Unit	
1st year	100,749
2nd Year	102,628
Nurse Manager	
Grade 1	
1st Year	91,431
2nd Year	93,292
Grade 2	
1st Year	95,144
2nd Year	97,028
Grade 3	
1st Year	100,749
2nd Year	102,628
Grade 4	
1st Year	106,357
2nd Year	108,221
Grade 5	
1st Year	111,936
2nd Year	113,827
Grade 6	
1st Year	117,556
2nd Year	119,292
Grade 7	
1st Year	126,877
2nd Year	128,753
Grade 8	
1st Year	136,204
2nd Year	138,068
Nurse Manager After Hours	
1st Year	91,431
2nd Year	93,292
Westmead, Rydalmere and Stockton	
Principal Nurse Manager Accommodation and Nursing Services	
1st Year	126,877
2nd Year	128,753
Nurse Manager Accommodation and Nursing Services, Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite	
1st Year	106,357
2nd Year	108,221
Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead	
1st Year	111,936
2nd Year	113,827



**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Allowance (Wage Type)	1st full pay period to commence on or after 1.7.12 2.5% per shift \$
1	9(i) & (ii)	Registered nurse in charge of unit in absence of RUNM or in charge Residence of not more than 100 resident clients.	28.48
2	9 (iv)	Registered nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)	28.48
3	9 (iii)	Registered nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients	42.78
4	9(v)	Registered nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and, Kanangra).	42.78
5	11(i)	Uniform Allowance	5.28
	11(iii)(a)	Shoe Allowance.	1.63
	11(iii)(b)	Stocking Allowance	2.74
	11(iii)(c)	Sock Allowance	0.53
	11(iv)	Laundry Allowance	4.39

2. This variation shall take effect from the first full pay period on or after 1 July 2012.

M. J. WALTON J , *Vice-President*

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**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES  
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(No. IRC 762 of 2012)

**CORRECTION**

- A. The Award of 18 July 2012, Serial C7979, published 5 October 2012 (374 I.G. 1398), is corrected as follows:
1. In Table 1, Weekly Wages in Part B Monetary Rates for the amount of "886.20" appearing against Fitter/Motor Mechanic Level 1, substitute "866.20".

G. M. GRIMSON *Industrial Registrar.*

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## PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 348 of 2013)

Before The Honourable Justice Walton, Vice-President

21 May 2013

### AWARD

### PART A

#### 1. Index

Clause No.	Subject Matter
17.	Accumulation of Additional Days Off
7.	Additional Wage Rates
20.	Amenities
28.	Annual Leave
38.	Anti-Discrimination
40.	Area, Incidence and Duration
12.	Chokages
3.	Classification Structure and Labour Flexibility
25.	Climatic and Isolation Allowance
35.	Consultative Committees
26.	Damage to or Loss of Clothing or Tools
2.	Definitions
14.	Excess Fares and Travelling Time
34.	Exhibition of Award
31A.	Family and Community Services Leave and Personal/Carer's Leave
19.	First-Aid Equipment
13.	Fouled Equipment
16.	Higher Duties Allowance
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31.	Miscellaneous Leave Conditions
39.	No Extra Claims
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37.	Rights of Union Delegates
6B.	Salary Packaging
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21. Shift Work
30. Sick Leave
18. Special Conditions
10. Special Rates
24. Special Tools, Clothing and Sharpening Tools
11. Thermostatic Mixing Valve
8. Tool Allowances
27. Transport of Employee's Tools
36. Union Dues
6. Wages

## PART B

### MONETARY RATES

Table 1 - Weekly Wages

Table 2 - Additional and Special Rates/Allowances

Table 3 - Expense Related Allowances

Table 4 - Apprentices Wages and Allowances

## 2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the Health Services Act 1997, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

"Blindmaker" means a person appointed as such who is a journeyman/woman engaged in making and/or cutting or measuring or fixing inside window blinds.

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of his/her work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade

as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Employer" means the Director-General, NSW Ministry of Health.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floorlaying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cutout displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the Industrial Relations Act 1996 or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out his/her work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Union" means any or all of the following organisations as the case may be:

Construction Forestry Mining and Energy Union, New South Wales Branch;

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive Food Metal Engineering Printing & Kindred Industries Union - Metals Division and Vehicle Division.

The Electrical Trades Union of Australia, New South Wales Branch.

"Upholsterer" means a person appointed as such who is a journeyman engaged in upholstering.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

### 3. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc).

Placement - The relevant Chief Executive Officer will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive Officer may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Leading Hand Allowances - Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

#### **4. Hours and Contract of Employment**

- (i) Employment under this Award will be full-time, part-time or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) Full-time employees - Hours:
  - (a) "Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.  
  
"Shift Worker" means a worker who is not a day worker as defined.
  - (b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.
  - (c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
  - (d) An employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the allocated day off. Such payment shall also be made to an employee on termination of employment.
  - (e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.
  - (f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to his/her next allocated day off duty, in normal sequence, he/she shall be given and shall take such day as though he/she had worked the whole of the 20 day cycle.
  - (g) Where an employee is required to work on his/her accrued allocated day off, other than a call back, he/she shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer



and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.

- (h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly no penalty payments shall be payable to the employee where he/she and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.
  - (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 22, Public Holidays, and clause 23, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.
  - (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
  - (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
  - (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
  - (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
  - (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employee.
  - (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
  - (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.
- (iii) Part Time Employment:
- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
  - (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to his/her usual roster.

- (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employees circumstances.
- (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sunday such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.
- (iv) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.
  - (v) Casual Employment:
    - (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
    - (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which he/she performs.
    - (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.
  - (vi) All employees:
    - (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
    - (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.
  - (vii) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Area Health Service (12 hour shifts) and Western Sydney Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative

arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

#### **4A. On Call**

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by his or her employer to be on call, otherwise than as provided in (iii) hereof shall be paid the allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vi) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

#### **4B. Secure Employment**

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
  - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
  - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
  - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
    - (1) whether the employee will convert to full-time or part-time employment; and
    - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) 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.

- (2) 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.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) 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
  - (4) 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.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Workplace Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

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

- (e) 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.

## 5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and Clause 21, Shift Work) the rates of pay shall be 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.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - when overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of his/her employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
- (c) Where a rostered shift is altered by arrangement between the employees themselves.

(iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:

- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.

All overtime work after twelve noon on a Saturday shall be paid for at double time.

- (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.

(iv) Overtime worked on Public Holidays:

- (a) Overtime worked on a public holiday as prescribed by clause 22, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
- (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.

(v) Call back:

- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work he/she was recalled to perform is completed within a shorter period.
- (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from his/her place of work.

Provided further that where an employee elects to use his/her own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time. .

- (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.

(vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.

- (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
  - (b) A meal break of not less than 20 minutes shall be allowed during such shift.
  - (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
  - (d) The rate of pay for temporary night work shall be time and one half.
  - (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one and one half hours after working ordinary hours shall be paid by his/her employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to his/her overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.
- (ix) Transport of employees - When an employee after having worked overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to his/her home, or pay him his/her current wage for the time reasonably occupied in reaching his/her home (provided that this subclause shall not apply to an employee who uses his/her own vehicle to travel to and from his/her place of work).
- (x) Reasonable overtime:
- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
  - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
    - (i) any risk to employee health and safety;
    - (ii) the employee's personal circumstances including any family and carer responsibilities;
    - (iii) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.

- (xi) Cribs:
- (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and Clause 21, Shift Work, shall be allowed, at the expiration of the said one and one half hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
  - (b) When overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm which meal break shall be taken without loss of pay.

## **6. Wages**

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
  - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
  - (b) sloppy conditions;
  - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

### **6A. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in Clause 6. Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under Clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 6B. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:



- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the Police Regulation (Superannuation) Act, 1906;
  - (b) the Superannuation Act, 1916;
  - (c) the State Authorities Superannuation Act, 1987;
  - (d) the State Authorities Non-contributory Superannuation Act, 1987; or
  - (e) the First State Superannuation Act, 1992.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 6 of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

#### **6B. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 6. Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

#### **7. Additional Wage Rates**

- (i) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.

- (ii) Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeymen plumbers in this Award the sum per hour set out at Table 2.
- (iii) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
  - (a) when required to act on plumber's licence;
  - (b) when required to act on gasfitter's licence;
  - (c) when required to act on drainer's licence;
  - (d) when required to act on plumber's and gasfitter's licence;
  - (e) when required to act on plumber's and drainer's licence;
  - (f) when required to act on gasfitter's and drainer's licence;
  - (g) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by his/her employer to act on his/her licence or licences during the course of his/her employment shall be paid at the rate per hour mentioned in this Award for every hour of his/her employment whether he/she had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (iv) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to his/her ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 21, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (v) Electric Welding - An employee being the holder of a Department of Industrial Relations oxy-acetylene or electric welding certificate who may be required by his/her employer to act on either of his/her certificates during the course of his/her employment shall be entitled to be paid for every hour of his/her employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (vi) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.
- (vii) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week he/she is so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (viii) BMC Operators:
  - (a) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.

- (b) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
- (c) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.
- (ix) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.
- (x) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:
  - Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;
  - Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;
  - Electrician in Charge of Generating Plant less than 75 Kilowatts;
  - Electrician in Charge of Generating Plant 75 Kilowatts or more;
  - Plant Electrician.
- (xi) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

### **8. Tool Allowances**

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

### **9. Leading Hands**

- (i) Leading Hand Electrician:
  - (a) For the purposes of this subclause, Leading Hand means any electrical worker (not being a Foreman) who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
  - (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.
- (ii) Leading Hand, other than Electrician:
  - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
  - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.

- (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.

### 10. Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (i) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (ii) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (iii) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (iv) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the Occupational Health and Safety Act 2000.
- (v) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (vi)
- (a) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
- (b) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (vii) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.

## (viii) Wet Places:

## (a)

- (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid an amount per hour extra as set out at Table 2; provided that his/her extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (2) Where an employee is required to work in the rain he/she shall be paid an amount per hour extra as set out at Table 2 for the time so worked.

- (b) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

## (ix) Acid Furnaces, Stills, etc:

- (a) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
- (b) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.

- (x) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.

## (xi) Swing Scaffolds:

- (a) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
- (b) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
- (c) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.

- (xii) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations shall be paid an amount per hour extra as set out at Table 2.

- (xiii) Working Secondhand Timber - Where, whilst working secondhand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber he/she shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which his/her tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that he/she can prove his/her claim.

- (xiv) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (xv) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (xvi) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (xvii) Toxic and Obnoxious Substances:
- (a) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
  - (b) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
  - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
  - (d) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
  - (e) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (xix) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (xx) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (xxi) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

Definition: Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

Control: All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001.

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 10, Special Rates, with the exception of subclauses (i) Cold Places; (v) Hot Places; (xi) Swing Scaffold; (xii) Spray Application; and (xiii) Working Secondhand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this Clause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

- (xxii) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(xxiii)

- (a) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Director-General, NSW Ministry of Health.

- (b) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

### **11. Thermostatic Mixing Valve**

An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.

### **12. Chokages**

Subject to clause 10, Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if he/she is required to work in a septic tank in operation he/she shall be paid an amount as set out at Table 2 per day or part thereof.

### **13. Fouled Equipment**

An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof: Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 12, Chokages, would otherwise be payable.

### **14. Excess Fares and Travelling Time**

- (i) An employee who on any day or from day to day is required to work at a job away from his/her accustomed place of work shall, at the direction of his/her employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to his/her accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses his/her own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time. .
- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar month's notice of the requirement to report to a new accustomed place of work.



Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD2007\_085, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

#### **15. Payment and Particulars of Wages**

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4, Contract of Employment and Hours, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

#### **16. Higher Duties Allowance**

- (i) Where a Leading Hand is on his/her allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his/her ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.

- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift he/she shall be paid the appropriate allowance for the whole of such day or shift.

### **17. Accumulation of Additional Days Off**

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

### **18. Special Conditions**

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the Workplace Health and Safety Act 2011 shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of his/her employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable ear muffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

### **19. First-Aid Equipment**

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

## 20. Amenities

The provisions contained in the "Accommodation and Amenities" Clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

## 21. Shift Work

- (i) Definitions - for the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.
- (iv) Sundays and Holidays:
- (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
- (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 22, Public Holidays, shall be paid at the rate of double time and one-half.
- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

## 22. Public Holidays

- (i)
- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday: Provided that, if the employee so elects, he/she may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day and Boxing Day.
  - (c) Day workers are to be paid one days pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
  - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
    - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
    - (2) have one day added to his/her period of annual leave.
  - (e) The election referred to in paragraphs (a) and (d) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

### **23. Picnic Day**

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

### **24. Special Tools, Clothing and Sharpening Tools**

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
  - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.

- (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
  - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
  - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes'; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
  - (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
  - (f) Painters and Signwriters to be supplied with all brushes.
  - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
- (a) Clause 24 (vi) shall not apply to employees of the Ambulance Service.
  - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
  - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (vii)
- (a) Clause 24 (vii) shall not apply to employees of the Ambulance Service.
  - (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
  - (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
  - (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
  - (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

- (viii) Ambulance Service Uniform and Protective Clothing.
- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
  - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
  - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
  - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
  - (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
  - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
  - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
  - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
  - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of his/her duties to use tools other than those of his/her own trade, such tools shall be supplied by the employer.

#### **25. Climatic and Isolation Allowance**

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows, viz., commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

#### **26. Damage to Or Loss of Clothing Or Tools**

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.

- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default he/she shall compensate the employee to the extent of his/her loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of his/her tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

### **27. Transport of Employee's Tools**

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use his/her/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time. .
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

### **28. Annual Leave**

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
  - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
    - (1) if 35 ordinary shifts on such days have been worked - one week (five working days);
    - (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
    - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
  - (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.

- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave his/her ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 22, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in the Ministry of Health Circulars 74/166 and 75/251.

### 29. Long Service Leave

- (i)
  - (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.

From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access his/her long service leave on a pro-rata basis per completed year of service.

  - (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
  - (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
  - (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 3A of the Public Sector Employment and Management Act 2002;
  - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
    - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
    - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until he/she has completed at least five years' continuous service from the date upon which he/she commenced his/her current period of employment.



- (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
- (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which Clause 25 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
  - (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
  - (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
  - (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given his/her next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

### 30. Sick Leave

- (i)
  - (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.
  - (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
  - (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
  - (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
  - (e) An employee shall not be entitled to sick leave until after three months' continuous service.

- (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
  - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 29, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
  - (h) Each employee shall take all reasonably practicable steps to inform the employer of his/her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

### **31. Miscellaneous Leave Conditions**

- (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive 2006\_095, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Ministry of Health Policy Directive 2006\_066, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with Ministry of Health Policy Directive 2006\_013, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iv) Employees shall be granted severance pay in accordance with the Ministry of Health Policy Directive 2007\_085, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

#### **31A. Family and Community Service Leave and Personal/Carers Leave**

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

##### A. FACS Leave

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:
- "relative" means a person related by blood, marriage or affinity;
- "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- "household" means a family group living in the same domestic dwelling.
- (b) The appropriate Chief Executive or authorised delegate may grant FACS leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
  - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
  - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
  - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.
- Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.
- (iv) FACS Leave - entitlement
- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
  - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,
- whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## B. Personal/Carer's Leave

- (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; 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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:
    - "relative" means a person related by blood, marriage or affinity;
    - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
- (ii) Use of sick leave to care for the person concerned - entitlement
- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care and support of the person concerned; and
    - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
  - (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
  - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
  - (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
  - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
  - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
  - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
  - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
  - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements For Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **31B. Maternity, Adoption and Parental Leave**

#### A. Maternity Leave

##### (i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

##### (ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the Public Sector Employment and Management Act 2002 will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;



- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

- (b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the Industrial Relations Act 1996.

## (vii) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

## (viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual, sick and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual, sick and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

## (ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

## (x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the Industrial Relations Act 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

## (xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

## (xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity

leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the Industrial Relations Act 1996, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.
- (ii) Portability of Service for Paid Adoption Leave
- As per maternity leave conditions.
- (iii) Entitlement
- (a) Paid Adoption Leave
- Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- Paid adoption leave may be paid:
- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.
- Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
- (b) Unpaid Adoption Leave
- Eligible employees are entitled to unpaid adoption leave as follows:
- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (iv) Applications
- Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (v) Variation after Commencement of Leave
- After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Staffing Provisions
- As per maternity leave conditions.
- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc
- As per maternity leave conditions.
- (viii) Right to Return to Previous Position

As per maternity leave conditions.

C Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:  
  
at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (vii) Right to Return to Previous Position

As per maternity leave conditions.

#### D Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
  - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

#### E Communication During Leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall 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 employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### F Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

### 32. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular work place which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then:-
- (iii) Discussions shall include representatives of senior management of the Area Health Service and relevant union/s, if it cannot be resolved, then:-
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the Industrial Relations Act 1996.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.
- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

### **33. Living Away from Home Allowance**

- (i) Where an employee is required to work at a place other than his/her/normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than his/her/normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (ii) All fares and travelling expenses involved in conveyance of the employee and his/her/tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
  - (a) An employee travels to or from such place of temporary residence without the approval of the employer or
  - (b) the employee terminates his/her/own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

### **34. Exhibition of Award**

See section 361 of the Industrial Relations Act 1996, which provides for the exhibition of industrial instruments in the workplace.

### **35. Consultative Committees**

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:



The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

### **36. Union Dues**

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

### **37. Rights of Union Delegates**

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those he/she represents.

### **38. Anti-Discrimination**

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the Issues Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (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.
- (v) 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.

**39. No Extra Claims**

- (i) The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- (ii) The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing provisions in this Award.

**40. Area, Incidence and Duration**

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Director General, NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.
- (ii) This Award replaces and rescinds the Public Health Service Employees Skilled Trades (State) Award published 5 October 2012 (374 IG 1398) and all variations thereof.
- (iii) The Award shall take effect on and from 1 January 2013 and remain in force until 31 December 2013.

**PART B****MONETARY RATES****Table 1****Weekly Wages**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2013 per week \$
<b>Fitter/Motor Mechanic</b>	
Level 1	887.90
Level 2 (Level 1 plus 5%)	932.20
Level 3 (Level 1 plus 10%)	976.60
Level 4 (Level 1 plus 15%)	1,021.00
<b>Welder 1st Class</b>	
Level 1	887.90
Level 2 (Level 1 plus 5%)	932.20
Level 3 (Level 1 plus 10%)	976.60
Level 4 (Level 1 plus 15%)	1,021.00
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.	
<b>Plumber</b>	
Level 1	896.40
Level 2 (Level 1 plus 5%)	941.20
Level 3 (Level 1 plus 10%)	986.10
Level 4 (Level 1 plus 15%)	1,030.80

Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Carpenter	
Level 1	890.20
Level 2 (Level 1 plus 5%)	934.70
Level 3 (Level 1 plus 10%)	979.30
Level 4 (Level 1 plus 15%)	1,023.80
Painter/Spray Painter	
Level 1	890.20
Level 2 (Level 1 plus 5%)	934.70
Level 3 (Level 1 plus 10%)	979.30
Level 4 (Level 1 plus 15%)	1,023.80
Signwriter	
Level 1	909.90
Level 2 (Level 1 plus 5%)	955.40
Level 3 (Level 1 plus 10%)	1,000.90
Level 4 (Level 1 plus 15%)	1,046.40
Plasterer	
Level 1	890.20
Level 2 (Level 1 plus 5%)	934.70
Level 3 (Level 1 plus 10%)	979.30
Level 4 (Level 1 plus 15%)	1,023.80
Bricklayer	
Level 1	890.20
Level 2 (Level 1 plus 5%)	934.70
Level 3 (Level 1 plus 10%)	979.30
Level 4 (Level 1 plus 15%)	1,023.80
Floor/Wall Tiler	
Level 1	890.20
Level 2 (Level 1 plus 5%)	934.70
Level 3 (Level 1 plus 10%)	979.30
Level 4 (Level 1 plus 15%)	1,023.80
Upholsterer	
Level 1	919.84
Level 2 (Level 1 plus 5%)	965.86
Level 3 (Level 1 plus 10%)	1,011.78
Level 4 (Level 1 plus 15%)	1,057.80
Blindmaker	
Level 1	883.10
Level 2 (Level 1 plus 5%)	927.30
Level 3 (Level 1 plus 10%)	971.50
Level 4 (Level 1 plus 15%)	1,015.60
Electrical Tradesperson	
Level 1	942.10
Level 2 (Level 1 plus 5%)	989.20
Level 3 (Level 1 plus 10%)	1,036.30
Level 4 (Level 1 plus 15%)	1,083.40
Electrical Instrument Fitter	
Level 1	986.90
Level 2 (Level 1 plus 5%)	1,036.20
Level 3 (Level 1 plus 10%)	1,085.60
Level 4 (Level 1 plus 15%)	1,134.90
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	

Scientific Instrument Maker	
Level 1	917.40
Level 2 (Level 1 plus 5%)	963.30
Level 3 (Level 1 plus 10%)	1,009.10
Level 4 (Level 1 plus 15%)	1,055.00
Tool Maker	
Level 1	917.40
Level 2 (Level 1 plus 5%)	963.30
Level 3 (Level 1 plus 10%)	1,009.10
Level 4 (Level 1 plus 15%)	1,055.00

Table 2

## Additional and Special Rates/Allowances

(Including Tool Allowance for Electrical Trades)

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Type	01/01/2013
		\$
4A(ii)	On-call - Rostered on duty (per 24 hours)	20.84
4A(iii)	On-call - Rostered off duty (per 24 hours)	41.17
7(i)	Electricians License	
	Grade A	42.91
	Grade B	23.40
7(ii)	Lead Burner	0.88
7(iii)	Plumbers - combination of licenses	
	Plumbers license	42.59
	Gasfitters license	42.59
	Drainers license	34.70
	Plumbers & gasfitters license	56.23
	Plumbers & drainers license	56.23
	Gasfitters & drainers license	56.23
	Plumbers, gasfitters & drainers license	78.36
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.85
7(v)	Electric Welding	0.65
7(vi)	Computing Quantities	5.36
7(vii)	Boiler Attendants Certificate	6.61
7(viii)	BMC Operator	34.38
7(ix)	Motor Mechanic	0.67
	Motor Mechanic per day	2.72
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	60.57
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	48.32
	Electrician in Charge of Generating Plant less than 75 kilowatts.	17.80
	Electrician in charge of Generating Plant 75 Kilowatts or more	61.80
	Plant Electrician	58.11
7(xi)	Welder Special Class	11.06
8	Tool Allowance - Electrical Trades	17.67
9(i) (b)	Leading Hand Electrician	58.11
9(ii)	Leading Hand - Other than Electricians	
(a)	I/C up to 5 employees	44.29
(b)	I/C 6 up to 10 employees	57.91
(c)	I/C over 10 employees	74.20
10(i)	Cold Place	0.70
10(ii)	Confined Spaces	0.85
10(iii)	Dirty Work	0.70

10(iv)	Height Money	0.70
10(v)	Hot Places - 46C-54C	0.70
	Hot Places - more than 54C	0.85
10(vi)(a)	Insulation Material	0.85
10(vi)(b)	Asbestos	0.85
10(vii)	Smoke Boxes etc	0.51
	Oil fired Boiler	1.74
10(viii)(a)(1)	Wet Places - other than rain	0.70
10(viii)(a)(2)	Rain	0.70
10(viii)(b)	Mud Allowance	5.43
10(ix)(a)(b)	Acid Furnaces etc.	3.57
10(x)	Depth Money	0.70
10(xi)(a)	Swing Scaffolds other than plasterers: First four hours	5.05
	Thereafter	1.05
10(xi)(b)	Swing Scaffolds - plasterers	0.16
10(xii)	Spray Application	0.70
10(xiii)	Working Secondhand timber	2.69
10(xiv)	Roof Work	0.70
10(xv)	Explosive Powered Tools	1.67
10(xvi)	Morgues	0.80
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.85
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.59
10(xvii)(d)	Close proximity to above	0.70
10(xviii)	Psychiatric Patients (PH Ward)	0.59
10(xix)	Animal House	0.47
10(xxi)	Asbestos Eradication	2.35
10(xxiii)(a)	Psychiatric Hospitals	1.37
10(xxiii)(b)	Geriatric Allowances: Allandale/Garrawarra	0.49
	Lidcombe (former)	0.45
11	Thermostatic Mixing Valve	23.34
12	Chokages	8.13
13	Fouled Equipment	8.13
25(i)	Climatic and Isolation Allowance	7.70
	Climatic and Isolation Allowance	15.49
	Apprentice Passing Exams: 1st Year	1.45
	2nd year	4.50
	3rd Year	5.95

**Table 3****Expense Related Allowances****(Including Tool Allowances for all Trades other than Electrical)**

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	01/07/2011 \$
8	Tool Allowance Fitter, Motor Mechanic	28.10
8	Tool Allowance Plumber	28.10
8	Tool Allowance Carpenter	28.10

8	Tool Allowance Painter, Spray Painter, Signwriter	6.80
8	Tool Allowance Welder 1st Class	28.10
8	Tool Allowance Plasterer	23.20
8	Tool Allowance Bricklayer	20.00
8	Tool Allowance Floor/Wall Tiler	20.00
8	Tool Allowance Upholsterer/Blindmaker	7.90
8	Tool Allowance Scientific Instrument/Tool Maker	28.10
5(viii)	Meal Allowance for meal on overtime	23.00
	For each subsequent meal	9.80
14(i)	Employee required to work at a job away from accustomed place of work (per day)	19.00
24(vii)(c)	Laundry Allowance (per week)	0.90
26(ii)	Damage to clothing and tools - insurance to the extent of	1577.80
33	Living away from home allowance:	
	Per week	437.20
	Per day	62.50
24 (viii)	Ambulance Service - Uniform provided up to the value of	353.60

Table 4

## Apprentices Wages and Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	01/01/2013 per week \$
Apprentice Plumber	
1st Year	387.30
2nd Year	514.90
3rd Year	665.00
4th Year	769.00
Apprentice Fitter	
1st Year	387.30
2nd Year	514.90
3rd Year	665.00
4th Year	769.00
Apprentice Electrician	
1st Year	387.30
2nd Year	514.90
3rd Year	665.00
4th Year	769.00
Apprentice Carpenter	
1st Year	387.30
2nd Year	514.90
3rd Year	665.00
4th Year	769.00
Apprentice Painter	
1st Year	387.30
2nd Year	514.90
3rd Year	665.00
4th Year	769.00
Apprentice Bricklayer	
1st Year	387.30
2nd Year	514.90
3rd Year	665.00
4th Year	769.00

Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc), will also apply. This includes the Allowances for Apprentices passing exams.

M. J. WALTON J, *Vice-President*

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## PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(No. IRC 504 of 2013)

Before The Honourable Mr Justice Staff

18 June 2013

### VARIATION

1. Insert after clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, of the award published 27 July 2012 (373 I.G. 312), the following new clause:

#### 4A. Multiple Assignments

- (i) Multiple assignments exist when an employee has more than one position under this Award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification shall not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

#### Multiple Assignments Within a Single Public Health Organisation

- (v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
  - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

#### Hours, Additional Days Off and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in subclause (i)(a) of Clause 4, Hours of Work and Free



Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or subclause (ii)(a) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:

1. that employee is entitled to additional days off in accordance with subclause (iii) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and
  2. subclause (ii)(a) of Clause 25, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
1. subclause (ii)(b) of Clause 25, Overtime, shall apply for the purposes of overtime, and
  2. all ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated for the purposes of subclause (ii)(b) of Clause 25, Overtime, and treated as if it were worked under a single assignment.
- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and subclauses (xi)(a)-(c) of Clause 25, Overtime, do not apply;
1. subclauses (c)(2) and (d)(1) of this subclause shall not apply to time worked in that assignment provided that,
  2. ordinary hours worked in that assignment shall be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of Clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

#### Temporary Employees

- (j) Where an employee has an assignment to which Part III – Temporary Employees of Clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III – Temporary Employees of Clause 29, Part-Time, Casual and Temporary Employees, shall only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of subclauses (m) and (n) of this subclause shall not apply to the temporary assignment provided that subclause (iii) of Part III – Temporary Employees, of Clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

Employees engaged as part-time employees as at 30 June 1986

- (k) Where an employee:
1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV – Savings Provisions of Clause 29, Casual and Temporary Employees, in relation to an assignment, and
  2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV - Savings Provisions of Clause 29, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Award.

- (l) Where an employee:
1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV – Savings Provisions of Clause 29, Casual and Temporary Employees, in relation to an assignment, and
  2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

subclauses (i)-(iv) of Part IV – Savings Provisions of Clause 29, Casual and Temporary Employees, shall not apply to any of their assignments.

#### Leave

- (m) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (i)(a) of Clause 37, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they shall be entitled to six weeks annual leave in accordance with subclause (i)(a) of Clause 30, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under Clause 34, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

#### Disclosures, Notifications and Approvals

- (s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
1. the position/s currently held

2. the facility in which the existing position/s are worked
  3. the classification/s under which they are engaged in each position
  4. the number of ordinary hours worked in each position
  5. any regular additional hours or overtime that is worked in each position
  6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
  2. the facility in which the proposed new assignment is to be worked
  3. the classification under which they would be engaged in the new assignment
  4. the number of ordinary hours to be worked in the proposed assignment
  5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (u) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

#### Multiple Assignments Across Different Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
- (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
  - (b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.

- (c) Service in all assignments will be aggregated for the purposes of calculating long service leave entitlements under the Award.
- (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 34, Maternity, Adoption and Parental Leave.
- (e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (f) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of Clause 25, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
  - (viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi) of this clause, subclause (v) of this clause shall continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.
2. This variation shall take effect from 18 June 2013.

C.G. STAFF J

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(1914)

**SERIAL C8072**

## **SERVICE NSW (EMPLOYMENT) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1270 of 2012)

Before The Honourable Justice Backman

12 February 2013

### **INTERIM AWARD**

1. Subject to any further order of the Industrial Relations Commission of New South Wales, the Commission makes the following order:
  - (1) No employee(s) shall be appointed on or before 29 March 2013 or such later date as may be ordered by the Commission for the position(s) of service centre manager at Lismore, Orange, Wagga Wagga, Tamworth, Dubbo, Port Macquarie, Tweed Heads South, Liverpool, Penrith, Parramatta, 19 York Street Sydney, Chatswood and/or Newcastle West and/or the position of contact centre manager at Newcastle with Service New South Wales.
2. This interim award shall take effect on and from 12 February 2013.

A. F. BACKMAN *J*

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(1914)

**SERIAL C8073**

## **SERVICE NSW (EMPLOYMENT) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1270 of 2012)

Before The Honourable Justice Walton, Vice-President

13 March 2013

### **VARIATION**

1. Delete clause 1 of the interim award made 12 February 2013, and insert in lieu thereof the following:
  1. Subject to any further order of the Commission, no employee(s) shall be appointed to the position(s) of Service Centre Manager at Lismore, Parramatta and/or 19 York Street Sydney with Service NSW until the final hearing and determination of matter 1270 of 2012.
2. This variation shall take effect on and from 12 March 2013.

M. J. WALTON J, *Vice-President*

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## **TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees and another.

(Nos. IRC 803 and 905 of 2012)

Before The Honourable Justice Backman

28 August 2012

### **VARIATION**

1. Delete Table One - Vehicle Rates and Table 2 - Vehicle Rates in Schedule 1 - Rates of Remuneration of the award published 9 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

**Table One - Vehicle Rates**

(Where the Commonwealth Government's fuel tax credit subsidy ('the subsidy') is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles <u>Carrying Capacity</u>	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 to 5 Tonnes	35.91	42.23	31.53	45.30	25.30	45.36
5 to 8 Tonnes	42.47	58.45	36.11	58.71	27.16	58.75
8 to 10 Tonnes	49.64	71.46	41.16	72.28	34.82	72.31
10 to 12 Tonnes	66.36	100.60	52.09	99.48	42.32	99.61
12 to 14 Tonnes	86.06	126.47	65.07	126.42	51.05	126.57
14 Tonnes +	95.93	150.09	71.75	148.76	54.75	148.94
Single Axle Prime Mover	69.50	136.54	54.42	137.16	44.41	137.28
Bogie Axle Prime Mover	98.58	157.14	73.66	157.02	56.11	157.19

**Table Two - Vehicle Rates**

(Where the Commonwealth Government's fuel tax credit subsidy ('the subsidy') does not apply)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (Per Hour) (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	31.75	41.52	27.41	42.04	n/a	n/a
2 to 5 Tonnes	35.91	47.80	31.49	47.88	25.30	47.94
5 to 8 Tonnes	42.47	61.54	36.06	61.98	27.16	58.74
8 to 10 Tonnes	49.64	74.77	41.09	76.07	34.82	72.44



10 to 12 Tonnes	66.36	106.06	52.02	104.01	42.32	100.06
12 to 14 Tonnes	86.06	132.96	64.98	133.17	51.05	126.61
14 Tonnes +	95.93	158.42	71.64	156.30	54.75	149.23
Single Axle Prime Mover	69.51	143.77	54.35	144.74	44.41	137.29
Bogie Axle Prime Mover	98.58	165.40	73.56	165.23	56.11	157.39

2. Delete the amount "\$121.09" in subclause (d) of clause 12, Schedule 2, and insert in lieu thereof the following:

"131.73"

3. Delete the table in subclause 1, Trailer Allowance, of Schedule 3, Additional Amounts, and insert in lieu thereof the following:

Single Axle	\$19.27 per day
Dual Axle	\$25.26 per day
Tri Axle	\$31.07 per day

4. Delete the amount "\$3.77" in clause 2 Ropes and Gear Allowance, in Schedule 3, and insert in lieu thereof the following:

"\$3.91"

5. Delete the amount "\$2.84" in subclause 3, Twistlock Allowance, in Schedule 3, and insert in lieu thereof the following:

"\$2.94"

6. Delete the amounts "\$4.52", "\$6.18" and "\$19.93" in subclause 4, of Schedule 3, and insert in lieu thereof respectively the following:

"\$4.68", "\$6.41" and "\$20.60".

7. Delete the table in paragraph (c) of subclause 2, of Schedule 4, Container Depots And Waterfront Areas, and insert in lieu thereof the following:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No-Subsidy
Not less than 8 and not greater than 10 tonnes	46.12	46.70
Not less than 10 and not greater than 12 tonnes	56.20	56.91
Not less than 12 and not greater than 14 tonnes	67.42	68.44
Not less than 14 Tonnes	74.32	75.50
Single - Axle Prime Mover	63.67	64.83
Bogie Axle Prime Mover	76.54	77.82

8. Delete the table in subclause 3, Trailer Allowance, of Schedule 4, and insert in lieu thereof the following:

40 ft Skel trailer	\$50.93 per day
40 ft General Purpose trailer	\$50.93 per day
Dog or Pig trailer	\$38.12 per day
Pup trailer	\$25.46 per day
20 ft Skel trailer	\$45.84 per day

9. Delete the table in subclause 4, Towing Rates, in Schedule 4, and insert in lieu thereof the following:

40 ft trailer	\$2.66 per hour
Dog/Pig trailer	\$5.22 per hour
Pup trailer	\$3.84 per hour

10. This variation shall take effect on or from the first pay period on or after 10 September 2012.

A. F. BACKMAN J

**TRANSPORT SERVICE OF NEW SOUTH WALES SALARIES AND  
CONDITIONS OF EMPLOYMENT AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport For New South Wales.

(No. IRC 595 of 2013)

Before Commissioner Tabbaa

16 July 2013

**VARIATION**

1. Delete subclause 4.4 of clause 4, Area, Incidence and Duration of the award published 27 July 2012 (373 I.G. 433) and renumber subclause 4.5 to read as subclause 4.4.
2. This variation shall take effect on and from 16 July 2013.

I. TABBAA, Commissioner

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Printed by the authority of the Industrial Registrar.

SERIAL C8060

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA13/3 - Clarence Valley Council Long Service Leave Enterprise Agreement 2012-2015**

**Made Between:** Clarence Valley Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA10/25.

**Approval and Commencement Date:** Approved and commenced 2 April 2013.

**Description of Employees:** The agreement will cover all ongoing employees employed by Clarence Valley Council located at 2, Prince Street, Grafton NSW 2460, who fall within the coverage of the Local Government (State) Award 2010.

**Nominal Term:** 36 Months.

**EA13/4 - Mosman Council Enterprise Agreement May 2013**

**Made Between:** Mosman Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA09/21.

**Approval and Commencement Date:** Approved and commenced 4 July 2013.

**Description of Employees:** The agreement applies to employees employed by Mosman Council, located at 573 Military Road, Mosam 2088, , designated as "senior staff" - Group 1/35 (Civic Centre Staff working 35 hours), Group 1/PIO (Staff employed through a contract - Present Incumbent Only) and all staff who are employed by Council in the Environment and Planning Department, Corporate Services Department and the General Manager's Unit, Group 2 Staff employed by Council in the Community Development Dept, Group 3 - Outdoor Staff - Core Group. Staff employed by Council in the Corporate Services Dept, Group 5 Part Time Staff. Staff employed in a Part-time capacity. Group 6 Casual Staff. Staff Employed in a Casual capacity. Group 6 Casual Staff. Staff employed in a Casual capacity. The agreement does not apply to the General Manager or any Director of Mosman Council, any new employee who joins Council during the term of this Agreement will become a party to the Agreement and and be bound by the same benefits and obligations, who fall within the coverage of the Local Government (State) Award 2010.

**Nominal Term:** 36 Months.

**SERIAL C8066**

**CONTRACT AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

**CA13/4 - Air Road Local Parcel Agreement - Sydney 2013**

**Made Between:** AirRoad Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 1 July 2013 and commenced 9 May 2013.

**Description of Employees:** The agreement applies to all contract carriers employed by AirRoad Pty Ltd, located at 31 Nyrang Street, Lidcombe 2141 for pick ups and deliveries in the local Sydney area, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

**Nominal Term:** 24 Months.

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