

CROWN EMPLOYEES (NSW POLICE FORCE COMMUNICATIONS OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 624 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	No Further Claims
3.	Definitions
4.	Salaries and Incremental Scales
5.	Appointments
6.	Transitional Arrangements
7.	Future Adjustments
8.	Hours
9.	Shift Rosters
10.	Flexible Rosters
11.	Car Parking - Sydney Police Centre Only
12.	Provision of Taxis
13.	Part-time Employment
14.	Special Operations
15.	Recreation Leave
16.	Notice of Absence
17.	Training and Development
18.	Introduction of New Technology
19.	Introduction of Change
20.	Disputes/Grievance Settlement Procedure
21.	Communications Officers Consultative Committee
22.	Deduction of Union Membership Fees
23.	Anti-Discrimination
24.	Secure Employment
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. No Further Claims

It is a condition of this award that the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales undertakes, for the duration of the life of this award, not to pursue any extra claims, award or over award, with respect to Communications Officers.

3. Definitions

"Officer" unless otherwise specified, means and includes all persons employed by the NSW Police Force who, as of 1 January 1999, were occupying a position of Communications Officer, Senior Communications Officer, Shift Co-ordinator and Radio and Communications Operator (as defined) or who, after that date, were appointed to such a position.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"NSW Police Force" or "Force" means the NSW Police Force established by the *Police Act 1990*.

"Communications Officer" means all officers employed at dedicated communications centres including those located at Sydney, Warilla, Newcastle, Wagga Wagga, Tamworth and Penrith, who provide telephone, radio and other communications services.

"Senior Communications Officer" means any Communications Officer in receipt of (at least) the fourth year increment of Communications Officer and who has been selected and appointed to a vacant position of Senior Communications Officer in accordance with the provisions of subclause 5.6 of clause 5, Appointments, of this award.

"Shift Co-ordinator" means a person who has been selected and appointed to a position of Shift Co-ordinator.

"Trainee" refers to those persons undergoing appropriate training leading to confirmation of appointment as a Communications Officer.

"Radio and Communications Operator" means those persons who, at 1 January 1999, were classified as Radio and Communications Operators under the provisions of the Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award published 14 June 1996 (293 I.G. 233) and who do not meet the competency requirements for progression to Communications Officer fourth and fifth year.

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

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.

4. Salaries and Incremental Scales

For the life of this award, an officer shall be paid, according to the position held, skills attained and satisfactory years of service, an annual salary of not less than the amounts set out in Table 1 - Salaries, of Part B, Monetary Rates, of this award.

5. Appointments

5.1 Officers and persons applying for positions as Communications Officers shall be required to successfully complete a Communications Officer training course. The length and content of the training course shall be as determined from time to time by the Commissioner or delegate. Alternatively, an officer may be appointed directly to the position of Communications Officer without having to complete a Communications Officer training course or may only be required to complete an abridged training course. In such cases the Commissioner or delegate shall be satisfied that it is not necessary for an

officer to complete the full Communications Officer's training course, having regard to the officer's prior experience, knowledge and skills.

5.2 Officers and persons appointed as Trainee Communications Officers shall be paid the Trainee's salary rate, as set out in Table 1 - Salaries, of Part B, Monetary Rates, until such time as they successfully complete the required Communications Officer training course. The maximum period allowed for the completion of the training course shall be three months unless the Commissioner or delegate is satisfied that, due to unforeseen circumstances, an extension of the training period beyond three months is justified. Provided that officers formerly classified as:

- (a) members within the terms of the *Police Act 1990*; and/or
- (b) officers within the terms of the *Public Sector Employment and Management Act 2002*; and/or
- (c) persons with appropriate communications experience,

shall receive the salary recommended by any selection committee and agreed to by the Commissioner or his/her delegate until such time as they successfully complete the required Communications Officer's training course for the period and under the conditions described earlier in this subclause. Provided further that where officers referred to in paragraphs (a), (b) and (c) of this subclause were formerly in receipt of a salary which is less than the Trainee's salary rate, then those officers shall receive the Trainee's salary rate for the period and under the conditions described earlier in this subclause.

5.3 Officers and persons selected for a position of Communications Officer and who complete the required Communications Officer course, and thus are eligible for actual appointment to such a position, will upon such appointment progress to the first year of the Communications Officer salary scale. Provided that officers and persons covered under paragraphs (a), (b) and (c) of subclause 5.2 shall be permitted to incrementally progress to the next increment under the Communications Officer salary scale at the completion of 12 months service, provided they satisfy any such other criteria for such progression.

5.4 For the purpose of incremental progression the increment date for officers in receipt of the Trainee rate of pay will be the date of progression from the position of Trainee to a position as a Communications Officer.

5.5 Incremental progression through each classification covered by this award shall be subject to the completion of 12 months service on the previous increment and the Commissioner or delegate being satisfied as to the conduct and service of the officer. Provided that further incremental progression from Communications Officer third year to Communications Officer fourth year shall be subject to the officer:

- (a) participating in the competency based training of newly appointed Trainees and Communications Officers; and
- (b) participating in any training required for personal professional development and for the training of newly appointed Trainees and Communications Officers; and
- (c) being prepared to relieve in Senior Communications Officer positions as required; and
- (d) having completed a minimum of two years service as a Communications Officer; and
- (e) satisfying the Commissioner or his/her delegate that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

5.6 Appointment of persons to a position of Senior Communications Officer shall be subject to the occurrence of a vacancy and selection under the principles of merit based promotion. Persons eligible for appointment as a Senior Communications Officer shall be limited to:

- (a) Communications Officers who have at least attained the fourth year increment and have completed the Senior Communications Officer training course; or
- (b) Officers employed under the *Police Act 1990* or the *Public Sector Employment and Management Act 2002* who, in the opinion of the Commissioner or his/her delegate, possess skills and qualifications equivalent to those in paragraph (a) of this subclause.

5.7 Promotion to Shift Co-ordinator shall be by way of merit selection on the occurrence of a vacancy.

6. Transitional Arrangements

The following transitional arrangements shall apply to officers employed as Radio and Communications Operators under the provisions of the former Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award as at 1 January 1999.

- 6.1 Officers classified as Radio and Communications Operators first to third year shall be reclassified as Communications Officers.
- 6.2 The officers referred to in subclause 6.1 of this clause shall retain the same increment level and date in the new salary/classification scale.
- 6.3 Officers classified as Radio and Communications Operators fourth and fifth year shall be reclassified as Communications Officers provided they meet the competency requirements for progression to Communications Officer fourth and fifth year as prescribed by subclause 5.5 of clause 5, Appointments.
- 6.4 The officers referred to in subclause 6.3 shall retain the same increment date and level in the new salary/classification scale.
- 6.5 Officers classified as Radio and Communications Operators who do not meet the competencies required for progression to Communications Officer fourth and fifth year shall be entitled to receive the salaries, and progress incrementally, in accordance with the salaries prescribed for Radio and Communications Operator in Table 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.6 Where officers referred to in subclause 6.5 of this clause subsequently attain the competencies required for progression to Communications Officer fourth and fifth year, they shall be reclassified in accordance with the provisions of subclauses 6.3 and 6.4. For the purpose of this subclause the date of reclassification shall be the date of attainment of the requisite competencies, as certified by the Commissioner or his/her delegate.

7. Future Adjustments

The parties recognise that the salaries prescribed in Table 1 - Salaries, of Part B, Monetary Rates, establish a salary structure for Communications Officers.

The salary rates in Table 1 - Salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any replacement award.

8. Hours

Hours of work shall be an average of 35 per week.

9. Shift Rosters

Except as provided in clause 10, Flexible Rosters, shifts shall generally be of eight hours duration (seven hours duty plus one hour meal break). Where agreement is reached between the relevant Commander and officers at a particular location the meal break may be reduced from one hour to a minimum of 30 minutes. Subject to proper consultation, the starting and finishing times of shifts and the method of shift rostering may be varied.

10. Flexible Rosters

Notwithstanding clause 9, Shift Rosters, the parties agree that where 65 per cent of officers at a particular location and the relevant Centre Manager agree, flexible rosters may be introduced. This may involve changes to the current shift lengths, the starting and finishing times of shifts and/or the current rosters.

The conditions of flexible rostering shall be as agreed between the parties, but shall, to the greatest extent possible, reflect the terms and conditions of the flexible rostering provisions as applied to non-commissioned police officers.

Provided that shifts shall not be less than five hours duty or greater than 12 hours duty plus a meal break.

Provided further that there shall be a minimum of eight hours free of duty between rostered shifts. This requirement shall not apply on shift changeover days. However, on such days the maximum break possible will be granted.

11. Car Parking - Sydney Police Centre Only

Every effort will be made to provide car parking facilities for officers commencing a rostered shift at or after 6.00 p.m. and before 11.00 p.m. and for employees finishing a rostered shift after 11.00 p.m. and before 6.00 a.m.

12. Provision of Taxis

- 12.1 Cabcharge dockets will be available to officers on the same basis as outlined in clause 98, Provision of Transport in Conjunction with Working of Overtime, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006.
- 12.2 Additionally, and to facilitate the progressive build-up and/or reduction of staffing levels to meet workload variations, officers whose rostered shifts commence after 11.00 p.m. and before 7.00 a.m. or whose rostered shifts finish after 11.00 p.m. and before 7.00 a.m. may, where circumstances are such as to warrant such provisions, be provided with a cabcharge docket for the journey to or from work and their usual residence.
- 12.3 Subject to their direction of travel, two or more officers may be required to share a taxicab when travelling to and/or from work.
- 12.4 The provision of taxi transport is only to apply to shift workers who normally use public transport for travel to and from work. Accordingly, at some locations where public transport is not normally available, there will not be any scope for taxi transport to be provided and officers will be fully responsible for transporting themselves to and from work.
- 12.5 The parties recognise that the purpose of the provision of taxi transport is to ensure the safety of officers where public transport which is normally available for use is either not available or is not reasonably available and to facilitate the working of unusual shifts.

13. Part-Time Employment

- 13.1 The parties agree that permanent part-time work may be implemented under the guidelines issued by the Director of Public Employment.
- 13.2 The parties further agree that part-time Communications Officers may be engaged on the proviso that any officers so engaged are fully trained and accredited.
- 13.3 The employment of existing full-time Communications Officers will not be prejudiced by the employment of any part-time Communications Officer.

14. Special Operations

Communications Officers may be utilised on special operations, mobile field radios, etc., as circumstances require.

15. Recreation Leave

As a general principle, recreation leave including additional leave will be applied for in advance. Officers may apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

16. Notice of Absence

The parties recognise the inevitability of an officer's occasional inability to attend for duty at short notice. The parties recognise further that any such occurrence will be beyond the control of the officer concerned.

In the interest of efficiency and in recognition of the integrity of officers, as much notice as possible will be given by officers of any inability to attend for duty, consistent with clause 17, Notification of Absence from Duty, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006.

17. Training and Development

The NSW Police Force will provide comprehensive training programs for Communications Officers and for those occupying promotional positions.

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

18. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of Communications Officers.

19. Introduction of Change

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

20. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (i) Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer(s) and at their request the local Association delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s) local delegate or workplace representative or the relevant Commander may refer the matter to the State Manager, Communications Group for

discussion with the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.

- (iv) If the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Branch of the NSW Police Force who will assume responsibility for liaising with senior executive members of the Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.
- (vi) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner of Police or delegate.

The matter will only be referred to the Industrial Relations Commission of New South Wales if -

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedure - In cases where a dispute is premised on an issue of safety, consultation between the Association and the Industrial Relations Branch should be expedited. The status quo shall remain until such matter is resolved.

General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

21. Communications Officers Consultative Committee

It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include representatives from the Communications Group Command, Country Communications Centre Management, a representative of the Association and up to four delegates including two country delegates.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

22. Deduction of Union Membership Fees

- (i) The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (ii) The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- (iii) Subject to (i) and (ii) above, the employer shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

23. Anti-Discrimination

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

NOTES -

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

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

24. Secure Employment

(a) 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 (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(b) 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.

(c) 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.

25. Area, Incidence and Duration

This award shall apply to Communications Officers employed by the NSW Police Force. Except where inconsistent with this award the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award will apply.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Reviewed award Crown Employees (NSW Police Communications Officers) Award published 21 May 2004 (344 I.G. 537) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first pay period to commence on or after 1.7.07

Classification	Per Annum \$
Communications Officer	
Trainee	41,912
1st year	43,903
2nd year	46,320
3rd year	47,682
4th year	50,356
5th year	51,784
Senior Communications Officer	
1st year	55,010
2nd year	56,701
Shift Co-ordinators	
1st year	61,128
2nd year	63,056
3rd year	65,527
4th year	67,448
Radio and Communications Operators	
4th year	49,012
5th year	50,356

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