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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1663 of 2007)

Before Commissioner Murphy

17 March 2008

REVIEWED AWARD

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PART B

MONETARY RATES

Table 1 - Wages

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1. Title

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

2. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Security) by the NSW Police Force who, as at 30 July 1997, were occupying one of such positions or who, after that date, were appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Security).
- (e) "Special Constable (Security)" when used in the appropriate context may refer to all positions of Special Constables (Security) including promotional positions.
- (f) "Part Time Special Constable (Security)" means an officer employed under the provisions of clause 16, Part-time Employment, of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of clause 17, Casual Employment, of this award.
- (h) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (i) "Award" means the Crown Employees (NSW Police Force Special Constables) (Security) Award.

3. Wages

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

4. Wage Packaging Arrangements, Including Wages Sacrifice to Superannuation

4.1 The entitlement to wage package in accordance with this clause is available to:

- (a) full-time and part-time officers; and
- (b) casual officers, subject to New South Wales Police Force convenience, and limited to wage sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "wage" means the rate of pay prescribed for the officer's classification by clause 3, Wages, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction wage" means the amount of wage available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll

deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 4.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction wage in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner, and
 - (b) an amount equal to the difference between the officer's wage, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 4.4 An election to wage package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Wage Packaging Agreement.
- 4.6 Except in accordance with subclause 4.7, a Wage 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 Wage Packaging Agreement.
- 4.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction wage as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- 4.8 Where the officer makes an election to wage sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the officer makes an election to wage package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the New South Wales Police Force must ensure that the officer's superable wage for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Wage Packaging Agreement had not been entered into.

- 4.10 Where the officer makes an election to wage package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the New South Wales Police Force must continue to base contributions to that fund on the wage payable as if the Wage Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the New South Wales Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the officer makes an election to wage package:

- (a) subject to Australian Taxation law, the amount of wage packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 3, Wages, or Part B of this Award if the Wage Packaging Agreement had not been entered into.
- 4.12 The New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Wage Packaging Agreement from date of such variation.
- 4.13 The New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Wage Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Wage Packaging Agreement.

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, age and responsibilities as a carer.
- 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:
- (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.
- 5.5 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.

6. Progression

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

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

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

6.1 Advertisement Action

All promotional positions will be advertised in the Police Weekly. The advertisement will provide the criteria by which culling and selection will be determined.

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

6.2 Selection Committee

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

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

6.3 Convenor

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

6.4 Culling of Applications

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

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

6.5 Notice of Interview

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

6.6 Attendance at Interview

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

6.7 Selection Committee Report

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

6.8 Approving Officer

The Director, Human Resources, shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Weekly.

6.9 Services Check

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

6.10 Right of Appeal

The Parties acknowledge that a right of appeal in relation to promotional positions lies to the Government and Related Employees Appeal Tribunal (GREAT).

7. Future Adjustments

The parties recognise that the wages prescribed in Table 1 - Wages, of Part B, Monetary Rates, establish a wages structure for Special Constables (Security). Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or any award replacing it, during the term of this award, by way of salary increase, this award shall be varied to give effect to any such salary increase from the operative date of the variation of the former award or replacement award.

8. Mixed Functions

Where a Special Constable (Security) is directed to and performs the duties of a promotional position which attracts a higher rate of pay for at least two hours on any day or shift they shall be paid the higher rate for such day or shift; provided that where an officer is engaged in the performance of higher duties for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked. The higher rate applicable shall be that which applies at the first year rate of pay for such promotional positions.

Any officer who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. There shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

9. Hours

(a) General

9.1 Except as provided in clause 16, Part Time Employment, and clause 17, Casual Employment of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

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

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

(b) 38 Hour Week Operation

9.3 The 38 hour week is to be worked on the basis of a rostered day off per month in each 20 working days. This means that the officer accrues 0.4 of an hour each 8 hour shift towards having the 20th day off with pay.

9.4 In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time. Where there are seasonal

or other considerations affecting NSW Police Force activities, rostered days off may be accrued in order to be taken in some normally less active period related to those considerations.

- 9.5 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service leave, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 9.6 Starting and finishing times are to be strictly observed with no afternoon tea break.
- 9.7 Wages and salaries will be paid into banking or other accounts.
- 9.8 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 9.9 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading shall occur as a result of the reduction in working hours.
- 9.10 All restrictive work practices are to be eliminated.

10. Shift Work Allowance

Except as provided for under clause 18, Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment from 3.00 pm to 7.00 am Monday to Friday, shall be paid an allowance per week in addition to their ordinary rate of pay in accordance with the rates set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that where an officer is absent on Sick Leave for a Monday to Friday shift, the above allowance shall be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in clause 15, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

11. Saturday and Sunday Work During Ordinary Hours

Except as provided for under clause 18 Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment on both Saturday and Sunday shall be paid an allowance per week as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be in addition to their ordinary rate of pay in accordance with the rates contained in this clause. Provided that where an officer is absent on Sick Leave for a Saturday or Sunday shift, the above allowance shall be reduced by one half for each shift or part of a shift so absent. Except as provided above and in clause 15, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

12. Flexible Rosters

Notwithstanding clause 9, Hours of this award, the parties agree that where the majority of Special Constables (Security) in a given location or locations agree and the Commander, Security Management Unit agrees; a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.

The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

12A. Lactation Breaks

12A.1 This clause applies to officers who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

- 12A.2 A full time officer or a part time officer working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 12A.3 A part time officer working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 12A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a officer and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the officer.
- 12A.5 The Commissioner shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 12A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 12A.7 Officers experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 12A.8 Officers needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 3 Sick Leave of Uniform Leave Conditions for Ministerial Employees in Government Departments and Equivalent Employees in Corporate Bodies, or access to the flexible working hours scheme provided in clauses 9, Hours and 12, Flexible Rosters of this award, where applicable.

13. Night Shifts

Under normal rostering practices Special Constables (Security) shall not be rostered to work more than seven (7) night shifts, (i.e., a full shift commencing at or after 4.00 pm and before 4.00 am), in any period of twenty-one (21) days, except in emergent circumstances as the roster progresses.

Where in emergent circumstances a Special Constable (Security) is required to work more than seven (7) night shifts in any period of twenty-one (21) days, no additional payment will follow.

14. Commencing Times

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

15. Overtime

- 15.1 Subject to subclause 15.2 of this clause, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 15.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- (a) any risk to officer health and safety;

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

15.3 With the exception of work performed under the provisions of clause 19, Volunteer Duty of this award, all work performed outside the ordinary rostered hours of duty shall be paid as follows:

- (a) For all work performed outside the ordinary rostered hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work shall stand alone.
- (b) All overtime worked on Sundays shall be paid for at the rate of double time.
- (c) All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.
- (d) Provided that the allowances prescribed in clauses 10, 11 and 18 of this award shall be disregarded in computing payments for overtime worked.
- (e) Meal Allowance - after working ordinary hours an officer required to work overtime in excess of one hour shall be paid an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 3 for a subsequent meal after the officer has worked a further 4 hours overtime, unless notice of work has been given to such officer on or before the termination of the previous shift or day worked as the case may be.

16. Part Time Employment

16.1 The parties agree that Special Constables (Security) may be employed on a part time basis for a period less than 38 hours in any one week.

16.2

- (a) Part time Special Constables (Security) shall be paid an hourly rate calculated on the following basis:

$$\frac{\text{Weekly Rate}}{38}$$

- (b) Provided that the weekly rate on engagement shall be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) Provided further that a part time Special Constable (Security) shall be eligible to receive a pro rata (based on hours worked) of the appropriate increment as set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the completion of each 12 months of satisfactory service.

16.3 Shift times for part time officers and the days on which such shifts shall be worked will be set and regular.

16.4 Notwithstanding the provisions of subclause 16.3 of this clause, the times and days on which part time officers shall work their hours and shifts may be altered by providing 24 hours notice to facilitate the attendance of Special Constables (Security) where required.

- 16.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
- (a) Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 16.2 of this clause.
 - (b) Granted the shift free of work - such a shift shall count as one days work for that week but no additional compensation shall apply.
- 16.6 Overtime for part time officers. In the unusual event that overtime is to be worked by a part time officer, the overtime rates prescribed in clause 15 of this award shall apply.
- (a) Overtime shall only apply to those hours worked in excess of the daily rostered hours but shall only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part time officer was rostered to work their usual hours, the standard hourly rate shall apply to all hours up to 8 per day, after which time overtime rates shall apply. Overtime rates shall also apply for all hours worked in excess of 38 in any rostered week.
 - (b) Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 12 of this award then overtime shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 16.7 Entitlements for part time officers shall be calculated on a pro rata basis.
- 16.8 Part time Special Constables (Security) are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full time Special Constables (Security).

17. Casual Employment

The parties agree that Special Constables (Security) may be employed on a casual basis.

- 17.1 A Casual Special Constable (Security) shall mean an officer who is engaged and paid as such.
- (a) Casual Special Constables (Security) shall be paid for each hour worked an hourly rate equal to one 38th of the rate applicable to a Special Constable (Security), 1st year of service as set out in Table 1 - Salaries, of Part B, Monetary Rates, plus a loading of 10%.
 - (b) A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
 - (c) A minimum payment of 3 hours at the appropriate rate shall be made for each engagement.
 - (d) Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in clause 15 of this award shall apply. Such rates shall be calculated on the rate prescribed in paragraph (a) of this subclause. Provided that overtime shall only apply to those hours worked in excess of 8 in any one day.
- Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 12, Flexible Rosters, of this award then overtime rates shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- (e) A casual officer shall be paid for all hours worked and shall not with the exception of paragraph (b) of this subclause, accrue an entitlement to any form of leave.
- 17.2 The employment of existing Special Constables (Security) shall not be prejudiced by the employment of any Casual Special Constable (Security).

- 17.3 The parties agree that casuals will only be utilised in situations where a commitment to the provision of security services is in place, but the day to day requirements for such services can fluctuate or change at the instigation of the management of any such place where the security is provided, and any such change is beyond the control of the management of the Security Management Unit of the NSW Police Force or the Special Constables (Security) themselves.

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

- 17.4 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

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

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

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

17.5 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph (d) of this subclause, and the notice requirements set out in paragraph (e) of this subclause.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner of Police must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

17.6 Bereavement entitlements for casual officers

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

- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not engage a casual officer are otherwise not affected.

18. Shift Allowances, Part Time and Casual Officers

Part time and Casual officers engaged under clause 16, Part Time Employment, and clause 17, Casual Employment of this award, shall in lieu of the allowances prescribed in clauses 10 and 11 of this award, be paid the following shift loadings for the ordinary hours so worked.

18.1 Shifts Monday to Friday

- | | |
|--------------|---|
| 10% loading | (i) A shift commencing at or after 4.00 am and before 6.00 am; or |
| | (ii) A shift commencing at or after 10.00 am and before 1.00 pm. |
| 12½% loading | A shift commencing at or after 1.00 pm and before 4.00 pm. |
| 15% loading | A shift commencing at or after 4.00 pm and before 4.00 am. |

18.2 Weekends and Public Holidays

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

- | | |
|--------------|--|
| 50% loading | For all time worked between midnight Friday and midnight Saturday |
| 75% loading | For all time worked between midnight Saturday and midnight Sunday. |
| 150% loading | For all time worked on a Public Holiday. |

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

18.4 The above loadings shall be disregarded in computing payments for overtime under clause 15 of this Award.

19. Volunteer Duty

The parties agree that in situations where casual officers would otherwise be used to meet staffing requirements, full time officers may volunteer to perform additional duty in lieu of such casual engagements. Provided that:

19.1 Officers at or below the rank of Special Constable (Security) First Class who are on rest days or who are available to work extra duty at the completion of a shift or prior to the commencement of a shift may volunteer to perform additional duty as required.

Provided that an officer shall not be eligible to perform additional duty under the terms of this clause, where the performance of such work would prevent them from having a full 8 hours free of duty between their normal rostered shifts.

19.2 When an officer performs additional duty under the provisions of this clause they shall be paid for all hours worked on such duty at the rate of single time.

19.3 An officer performing additional duty under the provisions of this clause shall not be entitled to the provisions of clauses 10, 11, 15 and 21 of this award for any work so performed.

19.4 Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they shall be utilised in preference to casual officers.

The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

20. Leave

The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to five (5) weeks recreation leave per annum.

Part time officers engaged under clause 16 of this award and who normally work Monday to Saturday shall receive a pro rata of four (4) weeks recreation leave per annum based on hours worked. Those part time officers who normally work Monday to Sunday and whose services are normally required on public holidays shall receive a pro rata of five (5) weeks recreation leave per annum based on hours worked. Any change to the part time arrangement will result in a change of entitlement.

As a general principle recreation leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.

The NSW Industrial Relations Commission's Family Provisions Case 2005 applies to officers in relation to Carers Leave and Parental Leave.

The Enhanced Conditions relating to Maternity, Adoption, Parental and Extended Leave from the settlement of the Association's 2004 Pay Case apply to officers (refer Premiers Department Circular 2004 - 45).

21. Public Holidays

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

21.1 Where a Public Holiday occurs on an officers rest day off duty and -

- (a) they are not required to work on that day, one day extra shall be added to the annual leave of the officer or at the officer's election they shall be paid 8 hours ordinary pay in respect of such day;
- (b) they are required to work on that day such officer shall be paid double time and one half for such overtime.

21.2 Where a Public Holiday occurs on an officers rostered day on duty they may be -

- (a) required to work - in which case they shall be paid at the rate of time and a half extra calculated on the ordinary base rate of pay or half time extra and be granted one day extra to be added to their annual leave;
- (b) granted the shift free of work - such a shift will count as one days work for that week but no additional compensation shall apply.

22. Training and Development

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

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

23. Introduction of New Technology

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

24. Introduction of Change

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

25. 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:

- 25.1 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.
- 25.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 25.3 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 Commander, Security Management Unit or nominee.
- 25.4 If the dispute/grievance remains unresolved the officer/s, local delegate or workplace representative or Commander, Security Management Unit may refer the matter to Anti Terrorism and Security Group for discussion between the Commander or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 25.5 If the dispute/grievance 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 members of the Senior Executive Service of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.

The matter will only be referred to the Industrial Relations Commission if:

- (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the 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.

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.

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. Parties should also be committed to following the procedure with as much timeliness as possible.

26. Special Constable (Security) 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 a representative from the Security Management Unit; Anti Terrorism and Security Group, a representative of the Association and one delegate.

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

27. Uniforms

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

27.1 Initial Issue Full Time Officers

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

MALE OFFICERS

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

FEMALE OFFICERS

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

(a) Annual Issue

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

(b) Stocking Allowance

All full time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under clause 56 of the Crown Employees (Police Officers - 2005) Award.

27.2 Initial Issue Part Time Officers

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

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

(a) Annual Issue

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

(b) Stocking Allowance

All part time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 56 of the Crown Employees (Police Officers - 2005) Award.

27.3 Initial Issue Casual Officers

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

MALE OFFICERS	FEMALE OFFICERS
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	Two (2) Pairs of Culottes
Three (3) Shirts	One (1) Pair of Slacks
One (1) Tie	Three (3) Blouses
One (1) Pair of Boots	One (1) Pair of Boots

One (1) Antron Cap
Three (3) Pairs of Socks

One (1) Dress Hat
One (1) Ties
Two (2) Pairs of Socks

(a) Annual Issue

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

(b) Stocking Allowance

All casual female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 56 of the Crown Employees (Police Officers - 2005) Award.

27.4 Condemnation

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

27.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, shall be paid while so required to work an allowance equal to a pro rata (based on days/hours worked in plain clothes) of the allowance prescribed in clause 56 of the Crown Employees (Police Officers - 2005) Award.

Provided that such an allowance shall not be payable prior to the officer receiving the initial issue of clothing provided for in subclauses 27.1, 27.2 and 27.3 of this clause.

28. Disciplinary Guidelines

A similar and consistent approach to that outlined in the NSW Police Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Administrative Officer Remedial Performance Program Policy and Procedures, will be applied to Special Constables (Security) employed by the NSW Police Force.

29. Deduction of Union Membership Fees

- 29.1 The Association shall provide the NSW Police Force with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 29.2 The Association shall advise the NSW Police Force 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 NSW Police Force at least one month in advance of the variation taking effect.
- 29.3 Subject to subclauses 29.1 and 29.2 of this clause, the NSW Police Force shall deduct Association fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NSW Police Force to make such deductions.
- 29.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's Association membership accounts.
- 29.5 Unless other arrangements are agreed to by the NSW Police Force and the Association, all Association membership fees shall be deducted on a fortnightly basis.

- 29.6 Where an officer 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 officer to make a fresh authorisation in order for such deductions to continue.

30. Secure Employment

30.1 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) 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):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) 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;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 30.1 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*.

30.2 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.

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

31. Area, Incidence and Duration

- 31.1 This award shall apply to Special Constables (Security) who are employed by the NSW Police Force as at 30 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.

- 31.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Special Constables (Security)) Award published 15 April 2005 (350 I.G. 37) and all variations thereof.
- 31.3 The changes made to the award 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 17 March 2008.
- 31.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Effective from the first full pay period to commence on or after 1 July 2007

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

- (a) Special Constable (Security)

	Per Week \$
1st year of service	742.10
2nd year of service	754.90
3rd year of service and thereafter	769.50

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

- (b) Special Constable (Security) First Class

1st year of service and thereafter	\$783.00
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Providing that for progression to the position of Special Constable (Security) First Class the officer has completed 12 months satisfactory service at the 3rd year Special Constable (Security) level and the Commissioner is of the opinion that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

- (c) Senior Special Constable (Security)

1st year of service	\$838.00
2nd year of service and thereafter	\$856.50

- (d) Special Constable (Security), Field Supervisor

1st year of service	\$958.40
2nd year of service and thereafter	\$979.00

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

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2007
1	10	Full time Special Constables (Security), Monday to Friday Shift Allowance	50.60 per week
2	11	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	143.20 per week
			Effective from the first full pay period on or after 30.7.1997
3	15.3(e)	Meal Allowance Subsequent Meal Allowance after further 4 hours overtime	6.00 per meal 5.50 per meal

J. P. MURPHY, Commissioner

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