

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 97 of 2012)

Before The Honourable Mr Justice Staff

20 June 2012

REVIEWED AWARD

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2. Title

This award shall be known as the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

3. Definitions

- 3.1 Act means the *NSW Police Act 1990*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Administrative Officer means a person employed as an Administrative Officer under the *NSW Police Act 1990*.
- 3.4 Agreement means an agreement referred to in section 87 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.5 Approved Course means a course relevant to the employment of the staff member in NSW Police Force or the Public Service approved by the Commissioner.
- 3.6 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.7 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.8 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.9 Birth means the birth of a child and includes stillbirth.
- 3.10 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.11 Commissioner means the Commissioner of the NSW Police Force.
- 3.12 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.13 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.14 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.15 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.00 a.m. and 7.00 p.m. or as negotiated under a local arrangement.
- 3.16 Director - General means the position of Director - General of the Department of Premier and Cabinet established under Chapter 6 of the Public Sector Employment and Management Act 2002.
- 3.17 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.18 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Part 6 of the Police Regulation 2008, as amended from time to time.

- 3.19 Flexible Working Hours Agreement means the agreement outlined in clause 23, Flexible Working Hours of this award, applicable to staff members other than a shift worker.
- 3.20 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.21 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.22 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director General of the Department of Premier and Cabinet, Unions NSW and affiliated unions which enables staff members to rearrange their work pattern.
- 3.23 Flex leave means a period of leave available to be taken by a staff member working under the Flexible Working Hours Agreement outlined in clause 23 of this award.
- 3.24 Full day means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.
- 3.25 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.26 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.27 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.28 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.29 Half day means half the standard contract hours for the day.
- 3.30 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.31 Industrial action means industrial action as defined in the Industrial Relations Act 1996.
- 3.32 Local Arrangement means an agreement reached at the organisational level between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 3.33 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.34 NSW Police Force means the NSW Police Force as established by the Act.
- 3.35 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 12, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.36 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job

description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

- 3.37 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.38 On duty means the time required to be worked for the NSW Police Force. For the purposes of clause 54, Trade Union Activities Regarded as on Duty of this award, on duty means the time off with pay given by the NSW Police Force to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.39 On loan means an arrangement between the NSW Police Force and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW Police Force for the staff member's salary and associated on-costs.
- 3.40 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.41 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 1 - Rates of Part B, Monetary Rates of this award.
- 3.42 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Commissioner, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.
- 3.43 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.44 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.45 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.46 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.47 Prescribed ceasing time means, for a staff member working standard hours or rostered shifts the conclusion of daily standard hours or rostered shift for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.48 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours or rostered shift of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.49 Public holiday means a day proclaimed under the Banks and Bank Holidays Act 1912, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.
- 3.50 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.
- 3.51 Regulation means the Police Regulation 2008.

- 3.52 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.53 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.54 Rostered Day Off means, for the purposes of clause 24, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.55 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the NSW Police Force and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.56 Secondment means an arrangement agreed to by the Commissioner, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under sections 95 and 95A of the Police Act will comply with the provisions of Part 3.2 Staff Mobility of the *Public Sector Employment and Management Act 2002*.
- 3.57 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Commissioner.
- 3.58 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.59 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.60 Staff member means an officer or temporary employee as defined in the Act and unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.61 Standard hours are set and regular hours of operation as determined by the Commissioner in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.62 Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.63 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to the NSW Police Force and/or the public service.
- 3.64 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to NSW Police Force and/or the public service, as defined in the *Public Sector Employment and Management Act 2002*.
- 3.65 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.66 Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.
- 3.67 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.

- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.72 Workplace Management means the Commissioner or any other person authorised by the Commissioner to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.
- 3.73 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

4. Parties to the Award

The parties to this award are:

The Commissioner of the NSW Police Force, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Commissioner and the Association.

6. Coverage

The provisions of this award shall apply to Administrative Officers and Temporary Employees (as specified in the award) as defined in the Act.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in the NSW Police Force, to encourage the consultative processes to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of NSW Police Force work requirements, are not forfeited.

8. Work Environment

8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within the NSW Police Force by:

8.1.1 the development of policies and guidelines for the NSW Police Force and, as and when appropriate on Work Health, Safety and Rehabilitation;

8.1.2 assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work , Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements within NSW Police Force work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW Police Force to achieve these objectives;

- 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
 - 8.1.5 directly involving the Commissioner in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Police Force is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of the NSW Police Force are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the NSW Police Force, if required.
- 9.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 9.6 The Commissioner may refer the matter to the Director - General for consideration.
- 9.7 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 A staff member, at any stage, may request to be represented by the Association.
- 9.9 The staff member or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The staff member, Association, and the NSW Police Force shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed

between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SECTION 2 - SALARIES

10. Salaries

- 10.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 10.2 The salaries payable are prescribed in Table 1 - Rates of Pay.
- 10.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or any replacement award.
- 10.4 The salaries prescribed reflect an increase of:
- 10.4.1 4% to salaries in Part B of this award, which are payable with effect from the first pay period to commence on or after 1 July 2008; and
 - 10.4.2 a further 4% to salaries paid under paragraph 10.4.1 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2009;
 - 10.4.3 a further 4% to salaries paid under paragraph 10.4.2 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2010;
 - 10.4.4 a further 2.5% to salaries paid under paragraph 10.4.3 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2011.
- 10.5 The salary increases referred to in subclause 10.4 of this clause, in so far as they apply from the first full pay period on or after 1 July 2011, shall only be paid to those staff members who are employed as at the date of variation of the Crown Employees (Public Sector - Salaries 2008) Award.
- 10.6 The following allowances are subject to adjustment in line with the salary increases:
- Community Language Allowance
 - First Aid Allowance
 - Flying Allowance
 - On-Call Allowance
 - Shift Allowances
- 10.7 In addition to the allowances listed in subclause 10.6 of this clause, any other allowance applying to classifications in Table 1 which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases.

11. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 11.1 For the purposes of this clause "salary" means the salary or rate of pay prescribed for the staff member's classification by clause 10, Salaries, and Part B, to this award.
- 11.2 By mutual agreement with the Commissioner, a staff member may elect to package part or all of their salary in order to obtain:

- 11.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
 - 11.2.2 a salary equal to the difference between the salary prescribed for the staff member by clause 10, Salaries, and Part B to this award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 11.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclauses 11.10 to 11.14 of this clause, may be up to one hundred (100) percent of the staff member's salary.
- 11.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, judgment debtor/garnishee orders, union fees, and health fund premiums.
- 11.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 11.5 The agreement shall be known as the Salary Packaging Agreement.
- 11.6 Except in accordance with subclauses 11.10 to 11.14 of this clause, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Commissioner at the time of signing the Salary Packaging Agreement.
- 11.7 Where the staff member has elected to package part or all of their salary:
- 11.7.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 11.7.2 any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to the staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member under clause 10, Salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- 11.8 The Commissioner 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 Salary Packaging Agreement from the date of such variation.
- 11.9 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 staff member may elect to terminate the Salary Packaging Agreement immediately.
- 11.10 A staff member may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- 11.11 Where the staff member makes such an election, the staff member may elect to have the amount of salary sacrificed:
- 11.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - 11.11.2 subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.

- 11.12 Where the staff member makes an election in terms of subclause 11.10 of this clause, the NSW Police Force shall pay the amount of salary, the subject of election, to the relevant superannuation fund.
- 11.13 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where the staff member is a member of a superannuation scheme established under the:
- 11.13.1 *Police Regulation (Superannuation) Act 1906;*
 - 11.13.2 *Superannuation Act 1916;*
 - 11.13.3 *State Authorities Superannuation Act 1987;*
 - 11.13.4 *State Authorities Non-contributory Superannuation Act 1987;* or
 - 11.13.5 *First State Superannuation Act 1992,*

The NSW Police Force must ensure that the amount of any additional employer superannuation contributions specified in subclause 11.10 of this clause is included in the staff member's superable salary which is notified to the SAS Trustee Corporations.

- 11.14 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where, prior to electing to sacrifice a part or all of their salary to superannuation, a staff member had entered into an agreement with the NSW Police Force to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 11.13 of this clause, the NSW Police Force will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 3 - ATTENDANCE/HOURS OF WORK

12. Local Arrangements

- 12.1 Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of the NSW Police Force or part of the NSW Police Force in relation to any matter contained in the award.
- 12.2 All local arrangements negotiated between the Commissioner and the Association must:
- 12.2.1 be approved in writing by the Commissioner, and
 - 12.2.2 be approved in writing by the General Secretary of the Association, and
 - 12.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument, and
 - 12.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 12.3 Subject to the provisions of subclause 12.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 26, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 23, Flexible Working Hours of this award shall apply.

- 12.4 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 12.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

13. Working Hours

- 13.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the Commissioner in accordance with any direction of the Director - General. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- 13.2 The staff member in charge of a Command/division or branch of the NSW Police Force will be responsible to the Commissioner for the proper observance of hours of work and for the proper recording of such attendance.
- 13.3 The Commissioner may require a staff member to perform duty beyond the hours determined under subclause 13.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 13.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 13.3.2 any risk to staff member's health and safety
 - 13.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 13.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 13.3.5 any other relevant matter.
- 13.4 The application of hours of work is subject to the provisions of this clause.
- 13.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 13.6 The Commissioner shall ensure that all staff members employed in the NSW Police Force are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

14. Part-Time Employment

- 14.1 General
- 14.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
 - 14.1.2 Part-time work may be undertaken with the agreement of the Commissioner. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
 - 14.1.3 A part-time staff member is to work contract hours less than full-time hours.

- 14.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- 14.1.5 Before commencing part-time work, the Commissioner and the staff member must agree upon:
- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
 - (c) the classification applying to the work to be performed;
- 14.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 14.1.7 Incremental progression for part-time staff members is the same as for full-time staff members, that is, part-time staff members receive an increment annually.

14.2 Additional hours

- 14.2.1 The NSW Police Force may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
 - (b) if working under a Flexible Working Hours scheme under clause 23 of this award, or a Local Agreement made in accordance with clause 12 of this award, have the time worked credited as flex time.
- 14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 97, Rate of Payment for Overtime of this award.

15. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

16. Meal Breaks

- 16.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-
- 16.1.2 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- 16.1.3 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Commissioner and the Association to provide for payment of a penalty.

17. Lactation Breaks

- 17.1 This clause applies to staff members 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.
- 17.2 A full time staff member or a part time staff member 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..
- 17.3 A part time staff member 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.
- 17.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member 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 staff member.
- 17.5 The Commissioner shall provide access to a suitable , private space with comfortable seating for the purpose of breastfeeding or expressing milk
- 17.6 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 staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 17.7 Staff members 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.
- 17.8 Staff members 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 80, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 23, Flexible Working Hours of this award, where applicable.

18. Variation of Hours

- 18.1 If the Commissioner is satisfied that a staff member is unable to comply with the general hours operating in the NSW Police Force because of limited transport facilities, urgent personal reasons, community or family reasons, the Commissioner may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
 - 18.1.1 the variation does not adversely affect the operational requirements;
 - 18.1.2 there is no reduction in the total number of daily hours to be worked;
 - 18.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 18.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
 - 18.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - 18.1.6 ongoing arrangements are documented; and
 - 18.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

19. Natural Emergencies and Major Transport Disruptions

- 19.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 19.1.1 apply to vary the working hours as provided in clause 18, Variation of Hours of this award and/or
 - 19.1.2 negotiate an alternative working location with the NSW Police Force; and/or
 - 19.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

20. Notification of Absence from Duty

- 20.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 20.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Commissioner, the amount representing the period of absence shall be deducted from the staff member's pay.

21. Public Holidays

- 21.1 Unless directed to attend for duty by the Commissioner, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 21.1.1 a public holiday throughout the State; or
 - 21.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 21.1.3 a day between Boxing Day and New Year's Day determined by the Commissioner as a public service holiday.
- 21.2 A staff member, who is required by the Commissioner to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 21.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

22. Standard Working Hours

- 22.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 22.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Commissioner. Where time off has been granted, such time shall be made up as set out in subclause 22.4 of this clause.
- 22.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Commissioner approves, make the time up in accordance with subclause 22.4 of this clause.
- 22.4 Making up of Time - The time taken off in circumstances outlined in subclauses 22.2 and 22.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Commissioner.

23. Flexible Working Hours

23.1 Exclusions

Flexible working hours shall not apply to staff members who work shift work.

23.2 Statement of Intent

The Association, staff members and management are committed to fostering flexible work practices under Flexible Working Hours for the benefit of staff members and the achievement of the organisation's goals. The Association, staff members and management will work co-operatively to ensure the successful implementation of Flexible Working Hours.

All parties are committed to managing time worked to avoid forfeiture of hours.

23.3 Statement of Agreed Principles

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

23.3.1 The convenience of the NSW Police Force in terms of:

- (a) the requirements of a particular work unit
- (b) the operational requirements of the NSW Police Force
- (c) the availability of work

23.3.2 The personal commitments and needs of the staff members.

23.4 General

23.4.1 The contract hours for the twelve week settlement period of Flexible Working Hours are 420. The maximum debit hours that can be carried forward from one settlement period to the next is 10 hours, except as otherwise specifically provided within subclause 23.17 of this clause. Therefore, the minimum adjusted total of Accrued Work Time (AWT) at the end of any settlement period is 410 hours.

23.4.2 All absences due to leave will be credited to a staff member's AWT. Such absences may be for periods as short as 15 minutes, with the appropriate amount of time for the absence being recorded as AWT on the staff member's record of attendance and debited to the staff member's leave records maintained by the NSW Police Force. A full day absence is equivalent to 7 hours.

23.4.3 Absences due to industrial action will be managed in accordance with the provision of 6-21.7 of the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line at www.psc.nsw.gov.au.

23.4.4 Absences using Flexitime or Banked time may be taken in conjunction with recreation leave and may occur on more than one occasion during a settlement period within the limits of Flexible Working Hours.

23.5 Definitions

"Accrued Work Time" is all time worked by the staff member (except paid overtime) during the settlement period, on any day of the week.

"Bandwidth" is the period during the day when all staff members may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by a staff member to be banked at the end of a settlement period.

"Core time" is the period during the day when all staff members are required to be on duty, unless on authorised leave. The lunch period is not part of core time.

"Flex time" is the terminology given to those periods of time that a staff member may absent themselves from work with the approval of their supervisor under Flexible Working Hours during which no time is credited towards the staff member's Accrued Work Time.

"Joint Consultative Committee" is a forum established under the consultative arrangements agreed upon by the New South Wales Government, the Association and Unions NSW to promote, encourage and facilitate harmonious industrial relations between employers and staff members at the workplace or enterprise level.

23.6 Settlement Period and Ordinary Hours.

23.6.1 The settlement period is twelve weeks. (Previously 4 weeks).

23.6.2 Ordinary Hours for full time Staff members are 35 hours per week, Monday to Friday. Standard hours are 35 hours per week between 8.30 am and 4.30 pm Monday to Friday.

23.6.3 Ordinary hours for part-time Staff members are less than 35 hours per week, Monday to Friday.

23.7 Bandwidth

23.7.1 The standard bandwidth is 7.00 am to 7.00 pm (previously 7.30 am to 6.00 pm), Monday to Friday, during which time normal work can be undertaken.

23.7.2 By mutual agreement between a staff member and their supervisor, the standard bandwidth may be varied to an agreed bandwidth. Prior to the agreement being reached the staff member may consult with the Association. The variation to the bandwidth must be in the form of a signed written agreement between both parties. In no case shall the agreed bandwidth exceed 12 hours.

23.7.3 If approval to work outside the bandwidth is neither sought nor given, then time worked outside the standard or agreed bandwidth is not to be counted towards AWT.

23.8 Core Time

23.8.1 The standard core time is 9.30 am to 3.00pm (previously 9.30 am to 3.30 pm).

23.8.2 By mutual agreement between a staff member and their supervisor, a staff member may work an alternative core time of a minimum 5 -1/2 hour span within the standard or agreed bandwidth, inclusive of a meal break of up to 2 -1/2 hours.

23.8.3 As outlined at paragraph 23.9.6 of this clause, where staff members are directed as to commencing or concluding times, core time will be adjusted accordingly.

23.9 Hours Worked

23.9.1 A staff member may select commencing and concluding times from day to day, subject to the provisions of this Flexible Working Hours clause.

23.9.2 Where it appears work is not available, a staff member may be directed not to commence duty prior to a specified time, not being a time later than the commencement of standard hours.

- 23.9.3 A staff member may only accumulate credit hours in excess of the minimum daily contract hours where their supervisor is satisfied that work is available and it is convenient to the NSW Police Force for the staff member to so work.
- 23.9.4 All staff members are entitled to work a minimum 7 hours on any day. A staff member cannot be directed to work less than 7 hours on any day. A staff member may be directed to work 7 hours on any day, Monday to Friday.
- 23.9.5 A staff member may elect to work standard hours. Standard hours will be 7 hours work per day with a 1 hour lunch break, Monday to Friday. The staff member, in agreement with the supervisor, may nominate commencing and concluding times for the standard hours.
- 23.9.6 Flexible Working Hours recognises the need to provide satisfactory levels of customer service to clients. This includes internal and external clients. In order that a satisfactory level of customer service is provided to clients, where a business unit within the NSW Police Force can demonstrate a need to provide a level of service between certain hours, staff members may be directed to commence work at a time earlier than the standard hours commencing time or to conclude work later than the standard hours finishing time within the standard or agreed bandwidth.
- 23.9.7 Staff members cannot be directed as to commencing or concluding times in accordance with paragraph 23.9.6 of this subclause until approval is granted to the business unit by the Manager, Employee Relations following advice to the Association, and reasonable notice as to commencement. The reasonableness of any direction as to commencing or concluding times under paragraph 23.9.6 of this subclause may be raised with the Joint Consultative Committee.
- 23.9.8 Nothing in this clause shall prevent the NSW Police Force from requiring a staff member to revert to working standard hours where it is evident that the staff member is not observing the conditions of Flexible Working Hours.
- 23.9.9 Staff members may not be directed as to both commencing and concluding times except by way of a direction to work standard hours.

23.10 Weekend Work

- 23.10.1 The purpose of this clause is to facilitate at the staff member's request only, and then only with the approval of the supervisor, the working of ordinary hours on a weekend as a substitute for a weekday or days. Any such arrangement is subject to the provisions of this clause and is not to be used to circumvent the provisions of subclause 23.14 of this clause. All work directed on weekends is to be paid in accordance with the provisions of subclause 23.14.
- 23.10.2 At the request of a staff member, and with the approval of their supervisor, a staff member may undertake ordinary work on Saturdays and/or Sundays (without the payment of overtime) within the limitations of the standard or agreed bandwidth. The time worked is to be counted towards Accrued Work Time (AWT).
- 23.10.3 With the approval of the supervisor, a staff member undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this clause.
- 23.10.4 Where a staff member undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, a staff member may absent themselves from duty for one day. If both Saturday and Sunday are worked, a staff member may absent themselves from duty for two days, which may be consecutive.

23.10.5 Absences under the clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.

23.10.6 Staff members who with the approval of their supervisor, are desirous of utilising the provisions of this clause are expected to agree on the application of all of the provisions of this clause before commencing work on a Saturday and/or Sunday.

23.11 Lunch Breaks and Meal Breaks

23.11.1 Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.

23.11.2 No staff member shall be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes

23.11.3 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)

23.11.4 With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm)

23.12 Flexitime and Banked Time Entitlements

23.12.1 All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when Flex time days are taken is subject to the supervisor's approval, consistent with the provisions of subclause 23.3 of this clause. The 6 Flex time days may be taken as either full days or half days or combinations thereof. A staff member does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for a staff member to have a credit balance when taking a Flex time day or days.

23.12.2 All staff may Bank time as "Banked" days subject to the provisions of paragraph 23.12.3 of this subclause. A "Banked" day is equivalent to 7 hours, and the staff member's AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to a staff member's AWT when a "Banked" day is utilised for leave.

23.12.3 A staff member may Bank time each settlement period on the following basis:

- (a) where the Staff member takes up to 6 Flex time days the bank is zero;
- (b) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
- (c) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;
- (d) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;
- (e) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.

23.12.4 Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Staff members cannot accumulate more than 12 "Banked" days.

23.12.5 "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.

23.12.6 Subject to paragraph 23.12.3 of this subclause, relevant staff members and supervisors will make every effort to ensure that a situation does not arise where a staff member who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.

23.13 Accrual of Accrued Work Time (AWT)

23.13.1 All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards a staff member's Accrued Work Time (AWT).

23.13.2 A staff member should have a total AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave, but does not include unused Banked Time.

23.13.3 Where AWT is less than 410 hours at the end of a settlement period, a staff member will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to paragraph 23.13.4 of this subclause, use up 3 "Banked" days to pay off debit hours. Where a staff member has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total. Where a staff member consistently totals 410 hours AWT or less at the end of settlement periods, the NSW Police Force may require the staff member to revert to standard hours.

23.13.4 A staff member with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1, 2 or 3 "Banked" days to pay off debit hours. Where a staff member uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of paragraph 23.13.3 of this subclause will apply.

23.13.5 A staff member is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.

23.13.6 Where a staff member exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with paragraph 23.13.7 of this subclause, the hours in excess of 462 will be forfeited.

23.13.7 Subject to the provisions of paragraphs 23.12.2 and 23.12.3 of this clause, at the end of a settlement period, a staff member may convert the hours in excess of 420 into a "Banked" day or days.

23.13.8 A staff member with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.

23.14 Work Outside the Standard or Agreed Bandwidth (Overtime)

23.14.1 The overtime provisions of this award will apply to work directed to be performed outside the standard or agreed bandwidth.

23.14.2 Application of overtime under Flexible Working Hours will be as follows:

(a) If at the direction of the supervisor, a staff member works outside the standard or agreed bandwidth, overtime provisions will apply

(b) At the direction of the supervisor, a staff member may be required to work overtime on a Monday to Friday, provided that the staff member has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.

23.15 Higher Duties Allowance

- 23.15.1 The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the NSW Police Force with regard to the payment of Higher Duties Allowance (HDA).
- 23.15.2 Where a staff member performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.3 Where a staff member performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 23.15.4 Where "Banked" days and/or Flex time days are combined with other absences (ie recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine a staff member's eligibility to claim an HDA.

23.16 Travelling on Official Business

- 23.16.1 Any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked for the purposes of Flexible Working Hours.
- 23.16.2 Staff members shall be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of clause 28, Travelling Compensation of this award.

23.17 Disruption of Transport

- 23.17.1 Where a staff member is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.
- (a) The staff member may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
 - (b) Where a staff member is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the staff member may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
 - (c) A staff member affected by transport disruption will not be debited recreation leave or leave without pay if the staff member has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the staff member must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.

23.18 Separation from the NSW Police Force

- 23.18.1 Where a staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and staff member will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".
- 23.18.2 Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such staff members. The provisions relating to Core time may be varied by the supervisor if necessary.

- 23.18.3 Staff members may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- 23.18.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that staff member will be adjusted accordingly.
- 23.18.5 Where despite the provisions of this clause, a staff member has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the staff member at the current salary rate. However, if requested by the staff member and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

23.19 Part-Time Staff Members

- 23.19.1 Part-time staff members may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time staff members but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- 23.19.2 A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.
- 23.19.3 Contract hours for a staff member working under a part-time arrangement shall be calculated on the total number of agreed hours to be worked in a settlement period.
- 23.19.4 Pro-rata Flex time entitlements shall be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement shall be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- 23.19.5 A staff member who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over shall be calculated on the basis of fulltime work until exhausted.
- 23.19.6 A staff member who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted shall be calculated in accordance with paragraph 23.19.4 of this subclause.

23.20 Grievances

The parties shall co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

24. Rostered Days Off for 38 Hour Week Workers

- 24.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 24.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.

- 24.2.1 Except as provided in paragraph 24.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 24.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 24.2.3 Exception - Notwithstanding the provisions of paragraph 24.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 24.3 In the event of unforeseen circumstances or NSW Police Force operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 24.4 Where seasonal or school vacation considerations affect NSW Police Force operations, rostered days off may be accrued and taken during a less active period.
- 24.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 24.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

25. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 2.7 of the Public Sector Employment and Management Act 2002.

26. Flexible Work Practices

- 26.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 26.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

27. Existing Hours of Work Determinations

Any existing Determinations/Agreements, pursuant to sections 86 and 87 of the Act on local arrangements in respect of the hours of work which operated in the NSW Police Force as at the effective date of 9 October 2006 of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 published 1 December 2006 (361 I.G. 977), shall continue to apply until renegotiated.

SECTION 4 - TRAVEL ARRANGEMENTS

28. Travelling Compensation

- 28.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW Police Force.
- 28.2 The Commissioner shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.

- 28.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members 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.
- 28.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 28.5 The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 28.6 Subject to subclause 28.14 of this clause, a staff member who is required by the Commissioner to work 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 staff member's residence in order to perform the work.
- 28.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 28.8 For the first 35 days, the payment shall be:
- 28.8.1 where the NSW Police Force elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 2 - Allowances of Part B Monetary Rates, and
 - (b) incidentals as set out in Item 3 of Table 2 - Allowances of Part B Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 28.8.2 where the NSW Police Force elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the 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 2 - Allowances of Part B Monetary Rates.
- 28.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 28.10 Where a staff member 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.
- 28.11 After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates.
- 28.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 28.11 of this clause, the NSW Police Force could make alternative arrangements for meeting the

additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.

- 28.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 28.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.

29. Excess Travelling Time

- 29.1 Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:
- 29.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 29.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- 29.2 Compensation under paragraphs 29.1.1 or 29.1.2 of this clause, shall be subject to the following conditions:
- 29.2.1 On a non-working day - subject to the provisions of paragraphs 29.3.4, 29.3.5, 29.3.6 and 29.3.7 of this clause all time spent travelling on official business;
- 29.2.2 On a working day - subject to the provisions of subclause 29.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 29.3 Compensation for excess travelling time shall exclude the following:
- 29.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 29.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 29.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 29.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 29.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 29.3.6 Working on board ship where meals and accommodation are provided;
- 29.3.7 Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;
- 29.3.8 Time within the flex time bandwidth;
- 29.3.9 Travel overseas;

29.3.10 For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked.

29.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \quad X \quad \frac{5}{260.89} \quad X \quad \frac{1}{\text{Normal hours of work}}$$

29.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

29.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

29.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

30. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 29, Excess Travelling Time.

31. Meal Expenses on One-Day Journeys

31.1 A staff member who is authorised by the Commissioner to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 2 of Part B Monetary Rates for:-

31.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

31.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

31.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

32. Restrictions on Payment of Travelling Allowances

32.1 An allowance under clause 28, Travelling Compensation is not payable in respect of:

32.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

32.1.2 Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or

32.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.

32.2 A staff member who is in receipt of an allowance under clause 28, Travelling Compensation shall be entitled to the allowance in the following circumstances:

- 32.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
- 32.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

33. Increase Or Reduction in Payment of Travelling Allowances

- 33.1 Where the Commissioner is satisfied that a travelling allowance is:
 - 33.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - 33.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

34. 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 staff member.

35. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Commissioner.

SECTION 5 - ALLOWANCES AND OTHER MATTERS

36. Camping Allowances

- 36.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-
 - 36.1.1 In receipt of a camping equipment allowance under clause 40, Camping Equipment Allowance of this award; or
 - 36.1.2 Provided with camping equipment by the NSW Police Force; or
 - 36.1.3 Reimbursed by the NSW Police Force for the cost of hiring camping equipment.
- 36.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:
 - 36.2.1 The daily rate specified in Item 4 of Table 2 of Part B Monetary Rates for all expenses; and
 - 36.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 2 - Allowances of Part B of Monetary Rates.

- 36.3 Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 28, Travelling Compensation of this award instead of the camping allowance.
- 36.4 A staff member who is paid a remote areas allowance under clause 41, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

37. Composite Allowance

- 37.1 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 2 - Allowances of Part B Monetary Rates.
- 37.2 In order to be paid the composite allowance under this clause, the staff member shall submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under clauses 28 or 36 of this award, whichever is appropriate, shall apply.
- 37.3 An election under subclause 37.2 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 37.4 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 37.5 of this clause).
- 37.5 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 28, Travelling Compensation of this award.
- 37.6 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 37.7 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

38. Allowance Payable for Use of Private Motor Vehicle

- 38.1 The Commissioner may authorise a staff member to use a private motor vehicle for work where:
- 38.1.1 Such use will result in greater efficiency or involve the NSW Police Force in less expense than if travel were undertaken by other means; or
- 38.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 38.2 A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 2 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 38.4 of this clause.
- 38.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 38.3.1 The casual rate is payable if a staff member elects, with the approval of the Commissioner, to use their vehicle for occasional travel for work. This is subject to the

allowance paid for the travel not exceeding the cost of travel by public or other available transport.

38.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.

38.4 Deduction from allowance

38.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

38.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 38.4.3 of this subclause.

38.4.3 Designated headquarters

(a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

(b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

38.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

38.4.5 Where a headquarters has been designated per subparagraph 38.4.3(a) of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

38.4.6 Deductions are not to be applied in respect of days characterised as follows.

(a) When staying away from home overnight, including the day of return from any itinerary.

(b) When the staff member uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.

(c) When the staff member uses the vehicle for official business after normal working hours.

(d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.

(e) When the staff member buys a weekly or other periodical rail or bus ticket, provided the Commissioner is satisfied that:

- (i) at the time of purchasing the periodical ticket the staff member did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 38.5 The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be affected or maintained under the Motor Vehicles (Third Party Insurance) Act 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Commissioner.
- 38.6 Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- 38.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 3 - Allowances of Part B Monetary Rates.

39. Damage to Private Motor Vehicle Used for Work

- 39.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW Police Force, provided:
- 39.1.1 The damage is not due to gross negligence by the staff member; and
 - 39.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 39.2 Provided the damage is not the fault of the staff member, the NSW Police Force shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 39.2.1 The damage was sustained on approved work activities; and
 - 39.2.2 The costs cannot be met under the insurance policy due to excess clauses.

40. Camping Equipment Allowance

- 40.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 40.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 40.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates.

41. Allowance for Living in a Remote Area

- 41.1 A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or

- 41.1.2 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 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 2 - Allowances of Part B Monetary Rates in respect of all locations in 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, Rankins 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, except as specified in paragraphs 41.2.2 and 41.2.3 of this subclause;
- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 2 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 2 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where
- 41.3.1 the staff member has a dependant as defined; and
- 41.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
- 41.3.3 the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 the spouse of the staff member (including a de facto spouse);
- 41.4.2 each child of the staff member aged eighteen years or under;
- 41.4.3 each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 41.4.4 any other person who is part of the staff member's household and who is, in the opinion of the Commissioner, substantially financially dependent on the staff member.
- 41.5 NSW Police Force temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

- 41.7.1 the staff member continues in employment; and
- 41.7.2 the dependants continue to reside in the area specified; and
- 41.7.3 military pay does not exceed the NSW Police Force salary plus the remote areas allowance.

If the military salary exceeds the NSW Police Force salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

- 42.1 A staff member who:
 - 42.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Director - General; and
 - 42.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 2 - Allowances of Part B Monetary Rates for the additional costs of travel.
- 42.2 Dependant in this clause has the same meaning as subclause 41.4 of clause 41, Allowance for Living in a Remote Area of this award.
- 42.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

43. Overseas Travel

Unless the Commissioner determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the NSW Police Force to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

44. Exchanges

- 44.1 The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if the NSW Police Force or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police Force business.
- 44.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 2 - Allowances of Part B Monetary Rates).
- 44.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 57, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

45. Room at Home Used as Office

- 45.1 Where no NSW Police Force office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW Police Force will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 2 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.

- 45.2 Where an office exists in a particular location - Where a NSW Police Force office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 45.1 of this clause shall not apply in these circumstances.
- 45.3 Requirements - Arrangements under subclauses 45.1 or 45.2 of this clause shall be subject to:
- 45.3.1 A formal agreement being reached in respect of the hours to be worked; and
 - 45.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

46. Semi-Official Telephones

- 46.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW Police Force, as and when required.
- 46.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 46.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 46.3.1 Give decisions, supply information or provide emergency services; and/or
 - 46.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 46.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 46.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - 46.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - 46.4.3 The full cost of official local, STD and ISD calls.
- 46.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 46.5.1 Date, time, length of call and estimated cost;
 - 46.5.2 Name and phone number of the person to whom call was made; and
 - 46.5.3 Reason for the call.

47. Flying Allowance

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 2 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

48. Uniforms, Protective Clothing and Laundry Allowance

- 48.1 Uniform, etc. provided by NSW Police Force - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW Police Force with such clothing and shall be paid an allowance at the rate specified in Item 16 of Table 2 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 48.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW Police Force.
- 48.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

49. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 49.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the NSW Police Force covering the damage to or loss of the personal property of the staff member.
- 49.2 If a claim under subclause 49.1 of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 49.2.1 Is due to the negligence of the NSW Police Force, another staff member, or both, in the performance of their duties; or
 - 49.2.2 Is caused by a defect in a staff member's material or equipment; or
 - 49.2.3 Results from a staff member's protection of or attempt to protect NSW Police Force property from loss or damage.
- 49.3 Compensation in terms of subclause 49.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Commissioner may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 49.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 49.5 Compensation for the damage sustained shall be made by the NSW Police Force where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

50. Garage and Carport Allowance

- 50.1 Where a staff member garages a NSW Police Force vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 2 - Allowances of Part B, Monetary Rates.
- 50.2 Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

51. Community Language Allowance Scheme (CIAS)

- 51.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
- 51.1.1 Employed as interpreters and translators; and
 - 51.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- shall be paid an allowance as specified in Item 17 of Table 2 - Allowances of Part B Monetary Rates, subject to subclauses 51.2 and 51.3 of this clause.
- 51.2 The base level of the CLAS is paid to staff members who:
- 51.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - 51.2.2 have passed an examination administered by the Community Relations Commission or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 51.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 51.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or
 - 51.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

52. First Aid Allowance

- 52.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 2 - Allowances of Part B Monetary Rates.
- 52.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 52.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 52.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
 - 52.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 52.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 52.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 52.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who

need to be trained to meet NSW Police Force needs, and the cost of retraining First Aid Officers, are to be met by the NSW Police Force.

53. Review of Allowances Payable in Terms of This Award

53.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

53.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).

- (a) Clause 28, Travelling Compensation;
- (b) Clause 31, Meal Expenses on One Day Journeys;
- (c) Clause 96, Overtime Meal Allowances.

53.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 38, Allowances Payable for the Use of Private Motor Vehicles.

53.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 36, Camping Allowances;
- (b) Clause 37, Composite Allowance;
- (c) Clause 40, Camping Equipment Allowance;
- (d) Clause 41 , Allowance for Living in a Remote Area;
- (e) Clause 42, Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave;
- (f) Clause 45, Room at Home used as Office;
- (g) Clause 48, Uniforms, Protective Clothing and Laundry Allowance;
- (h) Clause 50, Garage and Carport Allowance.

53.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 47, Flying Allowance;
- (b) Clause 51, Community Language Allowance Scheme (CLAS);
- (c) Clause 52, First Aid Allowance;
- (d) Clause 94, On-Call (Stand-by) and On-Call Allowance.

SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

54. Trade Union Activities Regarded as on Duty

- 54.1 An Association delegate will be released from the performance of normal duty with the NSW Police Force 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:
- 54.1.1 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 *Work Health and Safety Regulation 2011*.
 - 54.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 54.1.3 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,by agreement with management, where operational requirements allow the taking of such time;
 - 54.1.4 Giving evidence in court on behalf of the employer;
 - 54.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;
 - 54.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
 - 54.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the NSW Police Force; and
 - 54.1.8 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.

55. Trade Union Activities Regarded as Special Leave

- 55.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-
- 55.1.1 Annual or biennial conferences of the Association;
 - 55.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
 - 55.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 55.1.4 Attendance at meetings called by Unions NSW and or the DPE involving the Association which requires attendance of a delegate;

- 55.1.5 Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;
- 55.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 55.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 54, 55 and 56 of this award apply.

56. Trade Union Training Courses

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

- 56.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions, on which special leave for such courses will be granted, shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 12, Local Arrangements of this award.
- 56.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) Payment being at the base rate, ie excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) All travelling and associated expenses being met by the staff member or the Association;
 - (d) Attendance being confirmed in writing by the Association or a nominated training provider.

57. Conditions Applying to on Loan Arrangements

57.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- 57.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.
- 57.1.2 Briefing counsel on behalf of the Association;
- 57.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 57.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 57.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.

- 57.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
- (a) The NSW Police Force will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (b) The NSW Police Force will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Commissioner and the Association.
- 57.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- 57.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 57.1.9 Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director - General for determination after consultation with the Commissioner and the Association.

58. Period of Notice for Trade Union Activities

The Commissioner must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

59. Access to Facilities By Trade Union Delegates

- 59.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 59.1.1 Telephone, facsimile and, where available, E-mail facilities;
 - 59.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
 - 59.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

60. Responsibilities of the Trade Union Delegate

- 60.1 Responsibilities of the Association delegate are to:
- 60.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 60.1.2 Participate in the workplace consultative processes, as appropriate;
 - 60.1.3 Follow the dispute settling procedure applicable in the workplace;
 - 60.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

- 60.1.5 Account for all time spent on authorised Association business;
- 60.1.6 When special leave is required, to apply for special leave in advance;
- 60.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and
- 60.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

61. Responsibilities of the Trade Union

61.1 Responsibilities of the Association are to:

- 61.1.1 Provide written advice to the Commissioner about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 61.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management;
- 61.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 61.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 61.1.5 Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
- 61.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 61.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

62. Responsibilities of Workplace Management

62.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

- 62.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 62.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- 62.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 62.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

- 62.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 62.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of paragraph 62.1.5 of this clause;
- 62.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 62.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 62.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

63. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*.

64. Travelling and Other Costs of Trade Union Delegates

- 64.1 Except as specified in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 64.2 In respect of meetings called by the workplace management in terms of paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 28, Travelling Compensation, 31, Meal Expenses on One Day Journeys or 32, Restrictions on Payment of Travelling Allowances of this award.
- 64.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Police Force or the Director - General, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 64.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW Police Force by the Association or the staff member.

65. Industrial Action

- 65.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 65.2 There will be no victimisation of staff members prior to, during or following such industrial action.

66. Consultation and Technological Change

- 66.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the Association.
- 66.2 The NSW Police Force management shall consult with the Association prior to the introduction of any technological change.

67. Deduction of Trade Union Membership Fees

At the staff member's election, the Commissioner shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 12, Local Arrangements of this award.

SECTION 7 - LEAVE

68. Leave - General Provisions

- 68.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 68.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 68.3 Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 68.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

69. Absence from Work

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

70. Applying for Leave

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

71. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2008.

72. Family and Community Service Leave

- 72.1 The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 72.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 72.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 72.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 72.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 72.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 72.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - 72.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 72.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 72.3 Family and community service leave may also be granted for:
- 72.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 72.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 72.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 82.4.2 of clause 82, Sick Leave to Care for Family Member of this award.
- 72.5 Family and community service leave shall accrue as follows:
- 72.5.1 2 ½ days in the staff member's first year of service;
 - 72.5.2 2 ½ days in the staff member's second year of service; and
 - 72.5.3 one day per year thereafter.
- 72.6 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner shall consider applications for additional family and community service leave, if some other emergency arises.
- 72.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

- 72.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 82, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 72.9 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

73. Leave Without Pay

- 73.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 73.2 Leave without pay may be granted on a full-time or a part-time basis.
- 73.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 73.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 73.5 A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- 73.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 73.7 No paid leave shall be granted during a period of leave without pay.
- 73.8 A permanent appointment may be made to the staff member's position if:
- 73.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 73.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 73.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 73.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 73.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 73.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 73.11 Subclause 73.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 76.9.1(a) of clause 76, Parental Leave or to military leave.

74. Military Leave

- 74.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.

- 74.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 74.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 74.1 of this clause.
- 74.4 The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 74.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 74.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 74.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 74.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 74.8 At the expiration of military leave in accordance with subclause 74.3 or 74.4 of this clause, the staff member 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.

75. Observance of Essential Religious Or Cultural Obligations

- 75.1 A staff member of:
- 75.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 75.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 75.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 75.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Commissioner subject to:
- 75.3.1 Adequate notice being given by the staff member;
- 75.3.2 Prior approval being obtained by the staff member; and
- 75.3.3 The time off being made up in the manner approved by the Commissioner.
- 75.4 Notwithstanding the provisions of subclauses 75.1, 75.2 and 75.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association in terms of clause 12, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

76. Parental Leave

- 76.1 Parental leave includes maternity, adoption and "other parent" leave.
- 76.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 76.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 76.2.2 For a further period of up to 12 months after the actual date of birth.
 - 76.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 76.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 76.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 76.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - 76.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- 76.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 76.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - 76.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 76.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 76.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 76.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 76.10 of this clause; and
 - 76.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 76.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.

76.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:

76.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;

76.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

76.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

76.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

76.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

76.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or

76.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

76.8 Except as provided in subclauses 76.5, 76.6 and 76.7 of this clause, parental leave shall be granted without pay.

76.9 Right to request

76.9.1 A staff member who has been granted parental leave in accordance with subclause 76.2, 76.3 or 76.4 of this clause may make a request to the Commissioner to:

(a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

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

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

76.10 Notification Requirements

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

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

(a) that she/he intends to take parental leave, and

- (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 76.9 of this clause.
- 76.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 76.10.4 Staff member's request and the Commissioner's decision to be in writing
- The staff member's request under paragraph 76.9.1 and the Commissioner's decision made under paragraph 76.9.2 must be recorded in writing.
- 76.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- 76.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.
- 76.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 76.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days notice of the change unless the Commissioner decides otherwise.
- 76.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 76.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 76.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 76.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 76.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW Police Force) must be given.
- 76.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.

- 76.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 76.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 76.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 76.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
 - 76.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 76.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 76.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 76.20 Communication during parental leave
- 76.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force 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 staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - 76.20.2 The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - 76.20.3 The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 76.20.1 of this subclause..

77. Purchased Leave

- 77.1 A staff member may apply to enter into an agreement with the Commissioner to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 77.1.1 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.

- 77.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 77.1.3 The leave will count as service for all purposes.
- 77.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
 - 77.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - 77.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 77.3 Purchased leave is subject to the following provisions:
 - 77.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - 77.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - 77.3.3 Sick leave cannot be taken during a period of purchased leave.
 - 77.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 77.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
 - 77.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 77.4 Specific conditions governing purchased leave may be amended from time to time by the Director - General in consultation with the Association. The NSW Police Force may make adjustments relating to its salary administration arrangements.

78. Recreation Leave

- 78.1 Accrual
 - 78.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 78.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2008, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal.
 - 78.1.3 Recreation leave accrues from day to day.
- 78.2 Limits on Accumulation and Direction to take leave
 - 78.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.

- 78.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner according to the wishes of the staff member.
- 78.2.3 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
- 78.2.4 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
- 78.2.5 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.
- 78.3 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner shall:-
- 78.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 78.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 78.3.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 78.4 Miscellaneous
- 78.4.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 78.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
- 78.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 78.4.4 of this subclause.
- 78.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 78.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 78.4.4 of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 78.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 78.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 76, Parental Leave of this award.

- 78.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 78.4.9 A staff member to whom paragraph 78.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 78.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 78.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 78.6.1 To the widow or widower of the staff member; or
- 78.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 78.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
- 78.6.4 If there is no person entitled under paragraph 78.6.1, 78.6.2 or 78.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 78.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays - Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclause 89.7 of clause 89, Shift Work of this award.
- 78.8 Recreation leave does not accrue during leave without pay other than
- 78.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 78.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 78.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 78.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 78.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 78.8 A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.7.6 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

79. Annual Leave Loading

- 79.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 79.2 to

79.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

79.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-

79.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.

79.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.

79.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:

79.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or

79.3.2 17½% annual leave loading.

79.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.

79.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

79.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:

79.6.1 Annual leave loading for the previous leave year shall be paid in the first pay on or after 1 December in the subsequent leave year.

79.6.2 Notwithstanding paragraph 79.6.1 above a staff member may, with appropriate notice, elect to defer the payment of annual leave loading to a subsequent pay period. Provided further that such deferral shall be limited to the last pay on or before 31 December in the same leave year.

79.6.3 While annual leave loading shall not be paid in the first leave year of employment it shall be paid in the subsequent leave year in accordance with paragraphs 78.6.1 and 78.6.2 of this subclause.

79.6.4 A staff member who has not been paid annual leave loading for the previous leave year, shall be paid annual leave loading on resignation, retirement or termination by the NSW Police Force for any reason other than the staff member's serious and intentional misconduct.

79.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment..

80. Sick Leave

80.1 Illness in this clause and in clauses 81 and 82 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

- 80.2 Payment for sick leave is subject to the staff member:
- 80.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - 80.2.2 Providing evidence of illness as soon as practicable if required by clause 81, Sick Leave - Requirements for Evidence of Illness of this award.
- 80.3 If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:
- 80.3.1 Shall grant to the staff member sick leave on full pay; and
 - 80.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 80.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 80.4.1 is unable to carry out their duties without distress; or
 - 80.4.2 risks further impairment of their health by reporting for duty; or
 - 80.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 80.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 80.6 Entitlements - Any staff member appointed from 1 January 2009 will commence accruing sick leave in accordance with this clause immediately. Existing staff members at 1 January 2009 will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- 80.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
 - 80.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 80.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - 80.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 80.6.5 Notwithstanding the provisions of paragraph 80.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - 80.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - 80.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.

- 80.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 80.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 80.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

81. Sick Leave - Requirements for Evidence of Illness

- 81.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 81.2 In addition to the requirements under subclause 80.2 of clause 80, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 81.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 81.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 81.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest or its successor for advice.
- 81.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on HealthQuest's or its successor's advice.
- 81.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 81.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 81.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 81.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
- 81.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 81.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 81.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.

- 81.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 81.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 81.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 81.9 Subclause 81.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

82. Sick Leave to Care for a Family Member

- 82.1 Where family and community service leave provided for in clause 72, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 82.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 82.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 82.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 81.6 of clause 81, Sick Leave - Requirements for Evidence of Illness of this award.
- 82.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 82.4.1 The staff member being responsible for the care and support of the person concerned; and
- 82.4.2 The person concerned being:-
- (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

83. Sick Leave - Workers Compensation

- 83.1 The Commissioner shall advise each staff member of their rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 83.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act* 1987, shall be required to lodge a claim for any such compensation.
- 83.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 83.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- 83.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 83.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 83.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 83.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 83.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act* 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 83.10 If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act* 1987 and the *Workplace Injury Management and Workers Compensation Act* 1998 and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 83.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act* 1987.
- 83.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 83.12.1 The staff member's claim for workers compensation;

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

84. Sick Leave - Claims Other Than Workers Compensation

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

85. Special Leave

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

- 85.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 85.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - 85.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - 85.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the NSW Police Force for the required period.
- 85.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 85.5 Special Leave - Examinations -
- 85.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Commissioner.
 - 85.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
 - 85.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 85.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 55, Trade Union Activities Regarded as Special Leave of this award.
- 85.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 85.8 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 85.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 85.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line www.psc.nsw.gov.au. at the time the leave is taken.

85.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 86, 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.

86. Leave for Matters Arising from Domestic Violence

- 86.1 The definition of domestic violence is found in clause 3.73, Definitions, of this award.
- 86.2 Leave entitlements provided for in clause 72, Family and Community Service Leave, clause 80, Sick Leave and clause 82, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 86.3 Where the leave entitlements referred to in subclause 86.2 are exhausted, the Commissioner shall grant Special Leave as per clause 85.11.
- 86.4 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.
- 86.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 86.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Family Violence) Act*.
- 86.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT

87. Staff Development and Training Activities

- 87.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 87.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 87.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 87.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 87.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 87.2.1 Activities for which study assistance is appropriate;
 - 87.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 87.2.3 Activities which are of no specific relevance to the NSW Public Sector.

- 87.3 Attendance of a staff member at activities considered by the Commissioner to be:
- 87.3.1 Essential for the efficient operation of the NSW Police Force; or
 - 87.3.2 Developmental and of benefit to NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 87.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Police Force:
- 87.4.1 Recognition that the staff members are performing normal duties during the course;
 - 87.4.2 Adjustment for the hours so worked under flexible working hours;
 - 87.4.3 Payment of course fees:
 - 87.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 87.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 90, Overtime - General of this award.
- 87.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Police Force:
- 87.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - 87.5.2 Payment of course fees;
 - 87.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 87.5.4 Such other conditions as may be considered appropriate by the Commissioner given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 87.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Commissioner is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 87.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

88. Study Assistance

- 88.1 The Commissioner shall have the power to grant or refuse study time.
- 88.2 Where the Commissioner approves the grant of study time, the grant shall be subject to:
- 88.2.1 The course being a course relevant to the NSW Police Force and/or the public service;

- 88.2.2 The time being taken at the convenience of the NSW Police Force; and
 - 88.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 88.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 88.4 Study time may be used for:
- 88.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 88.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 88.4.3 Private study; and/or
 - 88.4.4 Accumulation, subject to the conditions specified in subclauses 88.6 to 88.10 of this clause.
- 88.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 88.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 88.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 88.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 88.6 to 88.10 of this clause.
- 88.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 88.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 88.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 88.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 88.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 88.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 88.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face

course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

- 88.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 88.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 88.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 88.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 88.17 The period granted as examination leave shall include:
- 88.17.1 Time actually involved in the examination;
- 88.17.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 88.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 88.19 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 88.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 88.21 Study leave shall be granted without pay, except where the Commissioner approves financial assistance. The extent of financial assistance to be provided shall be determined by the Commissioner according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 88.22 Where financial assistance is approved by the Commissioner for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 88.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW Police Force may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Police Force scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 9 - SHIFT WORK AND OVERTIME

89. Shift Work

- 89.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10 am	Nil
Afternoon - at or after 10am and before 1 pm	10.0%
Afternoon - at or after 1pm and before 4 pm	12.5%

Night - at or after 4pm and before 4 am	15.0%
Night - at or after 4am and before 6 am	10.0%

89.2 The loadings specified in subclause 89.1 of this clause shall only apply to shifts worked from Monday to Friday.

89.3 Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.

89.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

89.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

89.6 Public Holidays: The following shall apply:

89.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

89.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

89.7 Annual leave shall accrue at the rate of four weeks per year, that is 20 working days plus 8 rest days.

89.8 Additional leave shall accrue on the following basis:

89.8.1

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

89.8.2 Where the shift worker retires or resigns or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.

89.8.3 Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

89.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Commissioner.

89.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

- 89.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 89.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 91, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 89.13 Time spent off duty may be calculated by determining the amount of time elapsed after:
- 89.13.1 The completion of an ordinary rostered shift; or
 - 89.13.2 The completion of authorised overtime; or
 - 89.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 89.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

90. Overtime - General

- 90.1 A staff member may be directed by the Commissioner to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 90.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 90.1.2 Any risk to staff member health and safety,
 - 90.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the NSW Police Force and the effect on client services,
 - 90.1.4 The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 90.1.5 Any other relevant matter.
- 90.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 90.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after the bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 12, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.
- 90.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 90.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 90.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 90.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

91. Overtime Worked By Shift Workers

- 91.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 91.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 91.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 91.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 91.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 91.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 91.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

92. Overtime Worked By Day Workers

- 92.1 The provisions of this clause shall not apply to:
- 92.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 89, Shift Work and clause 91, Overtime Worked by Shift Workers of this award apply;
- 92.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
- 92.1.3 Staff members to whom overtime provisions apply under another industrial instrument;
- 92.1.4 Staff members whose salary includes compensation for overtime;
- 92.1.5 Staff members who receive an allowance in lieu of overtime; and
- 92.2 Rates - Overtime shall be paid at the following rates:
- 92.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 12, Local Arrangements of this award apply;
- 92.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 92.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 92.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

- 92.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 92.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 92.5 Rest Periods
- 92.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 92.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

93. Recall to Duty

- 93.1 A staff member recalled to work overtime after leaving NSW Police Force premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 93.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 93.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 93.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 93.5 A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 93.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 93.7 This clause shall not apply in cases where it is customary for a staff member to return to NSW Police Force premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

94. On-Call (Stand-By) and on-Call Allowance

- 94.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- 94.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 2 - Allowances of Part B Monetary Rates when directed by the NSW Police Force to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 94.1.2 If a staff member who is on call and is called out by the NSW Police Force, the overtime provisions as set out in clause 91, Overtime Worked by Shift Workers or clause 92, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- 94.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

95. Overtime Meal Breaks

- 95.1 Staff members not working flexible working hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.2 Staff member working flexible working hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

96. Overtime Meal Allowances

- 96.1 If an adequate meal is not provided by the NSW Police Force, a meal allowance shall be paid by the NSW Police Force at the appropriate rate specified in Item 19 of Table 2 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:
 - 96.1.1 the time worked is directed overtime;
 - 96.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - 96.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - 96.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 96.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner shall approve payment of actual expenses.
- 96.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 96.4 Receipts shall be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 96.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

97. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member’s salary or, where applicable, salary and allowance in the nature of salary.

98. Payment for Overtime Or Leave in Lieu

98.1 The Commissioner shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 98.2 of this clause.

98.2 The following provisions shall apply to the leave in lieu:

98.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;

98.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

98.2.3 The leave must be taken at the convenience of the NSW Police Force, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.

98.2.4 The leave shall be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member’s section;

98.2.5 Leave in lieu accrued in respect of overtime shall be given by the NSW Police Force and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;

98.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

99. Calculation of Overtime

99.1 Unless a minimum payment in terms of subclause 92.4 of clause 92, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

99.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

99.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

99.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

99.5 Overtime is not payable for time spent travelling.

100. Provision of Transport in Conjunction With Working of Overtime

100.1 For the purpose of this clause, departure or arrival after 8.00 p.m will determine whether the provisions of this clause apply.

Departure or arrival after 8.00p.m of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of the NSW Police Force where knowledge of each particular situation will enable appropriate judgements to be made.

100.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

100.3 Provision of Taxis

Where a staff member:

100.3.1 ceases overtime duty after 8.00 p.m., or

100.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 10 - MISCELLANEOUS

101. Anti-Discrimination

101.1 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.

101.2 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.

101.3 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.

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

101.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;

101.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

101.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

101.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

101.5 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.

101.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

101.5.2 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 to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

102. Secure Employment

102.1 Work Health and Safety

102.1.1 For the purposes of this subclause, the following definitions shall apply:

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

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

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

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

102.2 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.

102.3 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.

103. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in the NSW Police Force or a section of the NSW Police Force at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

104. Area, Incidence and Duration

104.1 This award shall apply to Administrative Officers and Temporary Employees as defined in the NSW Police Act 1990.

104.2 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 20 June 2012.

104.3 Changes made to this award subsequent to it being published on 28 August 2009 (368 I.G. 1421) have been incorporated into this award as part of the review.

104.4 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 - Rates of Pay

Classification and Grades	FPP 1.7.11 Per annum +2.5% \$
Armourer, Police 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter	62,814 63,959 65,376 66,610
Senior Armourer, Police 1st year of service 2nd year of service 3rd year of service and thereafter	69,777 71,256 73,284
Administrative and Clerical Clerks General Scale Clerks General Scale step 1 Clerks General Scale step 2 Clerks General Scale step 3 - 1st year of service or 18 years Clerks General Scale step 4 Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age	25,860 29,346 31,193 35,345

- employee with Higher School Certificate Qualification at 19 years of age Clerks General Scale step 5 Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at	37,729
17 years of age - employee 20 years of age	
Clerks General Scale step 6 Minimum for employee 21 years of age Clerks General Scale step 7 Clerks General Scale step 8 Clerks General Scale step 9 Clerks General Scale step 10 Clerks General Scale step 11 Clerks General Scale step 12 Clerks General Scale step 13	40,662 41,771 43,539 44,329 45,428 47,108 48,816 50,619
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	52,784
Grade 1 1st year of service Thereafter	53,407 54,977
Grade 2 1st year of service Thereafter	56,509 58,060
Grade 3 1st year of service Thereafter	59,705 61,505
Grade 4 1st year of service Thereafter	63,425 65,376
Grade 5 1st year of service Thereafter	70,480 72,702
Grade 6 1st year of service Thereafter	75,552 77,767
Grade 7 1st year of service Thereafter	80,096 82,491
Grade 8 1st year of service Thereafter	85,928 88,660
Grade 9 1st year of service Thereafter	91,303 93,870
Grade 10 1st year of service Thereafter	97,702 100,613
Grade 11 1st year of service Thereafter	105,602 110,079

Grade 12	
1st year of service	116,974
Thereafter	122,128
Bar Manager, Police College	
1st year of service	53,000
Thereafter	53,967
Building Manager (Sydney Police Centre)	
1st year of service	67,267
2nd year of service	67,939
PT Building Manager Allowance	1,229
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of this award	
Clinical Pharmacologist	132,588
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate	
Year 1A	31,193
Year 1B	37,729
Year 1C	40,662
Year 1D	41,771
Year 1E	43,539
Year 1F	44,329
Year 2	47,108
Year 3	54,977
Year 4	58,060
CSO Level 1 - Graduate	
Year 1A (Any degree)	47,108
Year 1B (Degree - Computer Sciences)	48,816
Year 2	54,977
Year 3	58,060
CSO Level 2	
Year 1	61,505
Year 2	65,376
Year 3	72,702
CSO Level 3	
Year 1	75,552
Year 2	77,767
Year 3	80,096
Year 4	82,491
Year 5	85,928
Year 6	88,660
CSO Level 4	
Year 1	91,303
Year 2	93,870
Year 3	97,702
Year 4	100,613
CSO Level 5	
Year 1	105,602
Year 2	110,079
CSO Level 6	
Year 1	116,974
Year 2	122,128

Departmental Professional Officer	
Grade I -	
1st year of service	53,407
2nd year of service	55,509
3rd year of service	58,604
4th year of service	62,814
5th year of service	67,267
6th year of service and thereafter	71,256
Grade II -	
1st year of service	74,745
2nd year of service	76,961
3rd year of service	79,306
4th year of service and thereafter	82,491
Grade III -	
1st year of service	85,928
2nd year of service	88,660
3rd year of service	90,426
4th year of service and thereafter	93,870
Grade IV -	
1st year of service	97,702
2nd year of service and thereafter	99,640
Grade V -	
1st year of service	103,550
2nd year of service and thereafter	105,602
Grade VI -	
1st year of service	108,892
2nd year of service and thereafter	111,025
Grade VII	
1st year of service	114,457
2nd year of service and thereafter	116,974
Grade VIII -	
1st year of service	120,780
2nd year of service and thereafter	122,128
Director of Music (Police Band)	
1st year	72,702
2nd year	74,745
3rd year	76,961
4th year	79,306
5th year and thereafter	81,703
Loading	
1st year	7,270
2nd year	7,474
3rd year	7,696
4th year	7,931
5th year and thereafter	8,170
Car Drivers	
Driver/General Assistant	47,490
Departmental - Driver/Assistant	50,205
Police Executive Driver/Assistant	
1st year and thereafter	50,177
All incidence of employment allowance	46,430
Clothing Allowance \$600 per annum	

Driving Instructor	
1st year	65,855
2nd year	66,610
3rd year and thereafter	68,519
Engineer	
Grade I Diplomat Experience Since Qualifying	
In first year	53,407
After one year	55,509
After two years	58,604
After three years	62,814
After four years	67,267
After five years	71,256
Grade I Graduate Experience Since Qualifying	
In first year	55,509
After one year	58,604
After two years	62,814
After three years	67,267
After four years	71,256
Grade II	
1st year of service	75,552
2nd year of service	78,462
3rd year of service	80,902
4th year of service and thereafter	83,255
Grade III	
1st year of service	87,701
2nd year of service	90,426
3rd year of service	93,870
4th year of service and thereafter	96,742
Grade IV	
1st year of service	101,594
2nd year of service	104,575
3rd year of service and thereafter	106,651
Grade V	
1st year of service	111,025
2nd year of service and thereafter	113,212
Grade VI	
1st year of service	115,718
2nd year of service and thereafter	118,200
General Assistant (NSW Police Academy)	
1st year	41,420
2nd year	41,771
3rd year	42,563
4th year	43,539
5th year and thereafter	44,329
Groom, Mounted Police	
1st year	39,663
2nd year and there after	41,063
Imaging Technician	
1st year	59,705
2nd year	61,505
3rd year	63,425
4th year and thereafter	65,376

Interpreters and Translators	
Interpreter/Translator	58,604
Year 1	62,814
Year 2	67,267
Year 3	71,256
Year 4	74,745
Year 5	
Senior Interpreter/Translator	
Year 1	76,961
Year 2	79,306
Year 3	82,491
Legal Officers	
Grade I	
1st year of service	55,940
2nd year of service	58,060
3rd year of service	59,705
4th year of service	61,505
5th year of service	63,959
Grade II	
1st year of service	69,227
2nd year of service	72,702
3rd year of service	76,961
4th year of service	80,902
5th year of service	84,129
Grade III	
1st year of service	88,660
2nd year of service	91,303
3rd year of service	94,826
Grade IV	
1st year of service	101,594
2nd year of service	103,550
Grade V	
1st year of service	108,892
2nd year of service	111,025
Grade VI	
1st year of service	116,974
2nd year of service	119,439
Librarians and Archivists	
Grade 1	
Year 1	53,407
Year 2	56,509
Year 3	59,705
Year 4	63,425
Year 5	66,610
Year 6	69,777
Grade 2	
Year 1	72,702
Year 2	75,552
Year 3	79,306
Year 4	82,491
Grade 3	
Year 1	86,829
Year 2	89,511
Year 3	93,026
Year 4	96,742
Grade 4	
Year 1	99,640

Year 2	102,572
Year 3	105,602
Year 4	108,892
Grade 5	
Year 1	111,965
Year 2	115,718
Year 3	119,439
Year 4	123,491
Library Assistant	
Year 1	41,771
Year 2	44,329
Year 3	47,108
Year 4	50,619
Year 5	52,489
Library Technician	
Grade 1	
Year 1	53,407
Year 2	56,509
Year 3	59,705
Year 4	63,425
Grade 2	
Year 1	70,480
Year 2	72,702
Year 3	75,552
Year 4	79,306
Maintenance Attendant, Police Academy	42,563
Maintenance Officer Trades	63,425
Manager Trades	
1st year	88,660
2nd year and there after	89,511
On call Allowance (per hour)	0.84 p/h
Assistant Manager Trades	
1st year	72,702
2nd year and there after	74,080
On call Allowance	0.84 p/h
Pathology Exhibit Courier	48,816
Photogrammetrist	
General Scale	
1st year	31,193
2nd year	37,729
3rd year	40,662
4th year	41,771
5th year	43,539
6th year	44,329
7th year	45,428
8th year	47,108
9th year	48,816
10th year	50,619
11th year	53,407
12th year	54,977
13th year	56,509
14th year	58,060
Officer with HSC aged 19 and over paid not less than	35,345

Class 1	
1st year	59,705
2nd year	61,505
3rd year	63,425
4th year	65,376
Class 2	
1st year	70,480
2nd year	72,702
Class 3	
1st year	75,552
2nd year	77,767
Class 4	
1st year	80,096
2nd year	82,491
Class 5	
1st year	85,928
2nd year	88,660
Class 6	
1st year	91,303
2nd year	93,870
Class 7	
1st year	97,702
2nd year	100,613
Public Relations Officer	
Assistant Publicity Officers	
1st year of service	60,329
2nd year of service	62,085
Publicity Officers	
1st year of service	66,610
2nd year of service	68,519
3rd year of service and thereafter	69,777
Public Relations Officer	
Grade II	
1st year of service	79,306
2nd year of service	80,902
3rd year of service and thereafter	82,491
Grade I	
1st year of service	93,026
2nd year of service	94,825
3rd year of service and thereafter	96,742
Allowance in lieu of overtime (per annum)	11,740
Radio Technician,	
1st year of service	53,967
2nd year of service	54,416
3rd year of service and thereafter	55,509
Radio Technician, Senior	
1st year of service	59,121
2nd year of service and thereafter	59,705
Scientific Officer	
Grade I	
1st year of service	53,407
2nd year of service	55,509
3rd year of service	58,604
4th year of service	62,814
5th year of service	67,267
6th year of service and thereafter	71,256

Grade II	
1st year of service	74,745
2nd year of service	76,961
3rd year of service	79,306
4th year of service and thereafter	82,491
Grade III	
1st year of service	85,928
2nd year of service	88,660
3rd year of service and thereafter	90,426
Grade IV	
1st year of service	94,826
2nd year of service	97,702
3rd year of service and thereafter	99,640
Grade V	
1st year of service	103,550
2nd year of service and thereafter	106,651
Grade VI	
1st year of service	110,079
2nd year of service	113,212
Senior Basement Attendant, Police Headquarters	
1st year of service	45,896
2nd year of service	46,657
3rd year of service	47,108
4th year of service and thereafter	47,936
Senior Officers	
Grade 1	
Year 1	136,651
Year 2	147,245
Grade 2	
Year 1	149,737
Year 2	160,294
Grade 3	
Year 1	165,658
Year 2	181,844
Stenographers and Machine Operators (Present Occupants Only)	
1st year (up to 17 years)	23,169
2nd year (or 17 years)	27,501
3rd year (or 18 years)	31,193
4th year (or 19 years)	35,345
5th year (or 20 years)	37,385
6th year (or 21 years)	41,420
7th year	42,563
8th year	43,967
9th year	47,490
10th year	48,324
11th year	49,693
12th year	50,619
Grade 1 -	
1st year	53,407
2nd year	54,977
Grade 2 -	
1st year	56,509
2nd year	58,060

Grade 3 -	
1st year	59,705
2nd year	61,505
Storeman Attendant	40,662
Stores Officers	
Grade 1	
1st year of service	46,657
2nd year of service and thereafter	47,490
Grade 2	
1st year of service	47,936
2nd year of service and thereafter	48,324
Grade 3	
1st year of service	48,816
2nd year of service and thereafter	49,282
Grade 4	
1st year of service	50,205
2nd year of service	51,189
3rd year of service and thereafter	51,189
Technical Officer	
Grade 1	
1st year of service	54,416
2nd year of service	55,940
3rd year of service	57,491
4th year of service	58,604
5th year of service	60,329
Grade 2	
1st year of service	63,425
2nd year of service	64,714
3rd year of service	65,855
4th year of service	67,267
Grade 3	
1st year of service and thereafter	71,866
Senior Technical Officer	
Grade 1	
1st year of service	70,480
2nd year of service	71,866
3rd year of service	74,080
Grade 2	
1st year of service	76,290
2nd year of service	78,462
Grade 3	
	81,703
Technical Officer, Maintenance Services	74,745
Technician	
Class 1	
1st year of service	50,619
2nd year of service	52,102
Class 2	
1st year of service	54,977
2nd year of service	56,509
Class 3	
1st year of service	59,705
2nd year of service	60,889
Class 4	
1st year of service	62,085
2nd year of service	62,814
Transport Officer	51,189

Transport Officer, Mechanical	
Year 1	59,705
Year 2	60,329
Year 3	60,889
Year 4	61,505
Uniform Fitter and Advisory Officer	
	49,282

Table 2 - Allowances

Effective 1 July 2011

Item No.	Clause No.	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	31.1.1	Breakfast	\$23.65
	31.1.2	Dinner	\$45.60
	31.1.3	Lunch	\$26.55
		Tier 2 and other country centres (see list in item 2)	
	31.1.1	Breakfast	\$21.15
	31.1.2	Dinner	\$41.65
	31.1.3	Lunch	\$24.20
2	28.8.2	Travelling allowances	
		Capital cities	Per day
		Adelaide	\$270.10
		Brisbane	\$314.10
		Canberra	\$278.10
		Darwin	\$302.10
		Hobart	\$238.10
		Melbourne	\$286.10
		Perth	\$289.10
		Sydney	\$296.10
	28.8.2	High cost country centres	Per day
		Ballarat (VIC)	\$240.10
		Bendigo (VIC)	\$235.10
		Broome (WA)	\$335.60
		Bunbury (WA)	\$242.10
		Burnie (TAS)	\$238.10
		Cairns (QLD)	\$240.10
		Carnarvon (WA)	\$264.10
		Christmas Island (WA)	\$263.10
		Dampier (WA)	\$287.60
		Dalby (QLD)	\$246.60
		Derby (WA)	\$294.60
		Devonport (TAS)	\$241.60
		Echuca (VIC)	\$235.60
		Exmouth (WA)	\$307.10
		Geelong (VIC)	\$244.10
		Geraldton (WA)	\$259.10
		Gladstone (QLD)	\$251.60
		Gold Coast (QLD)	\$283.10
		Halls Creek (WA)	\$308.10
Horn Island (QLD)	\$282.10		
Jabiru (NT)	\$311.10		
Kalgoorlie (WA)	\$282.60		
Karratha (WA)	\$398.10		

		Katherine (NT)	\$233.60
		Kununurra (WA)	\$295.10
		Launceston (TAS)	\$239.60
		Mackay (QLD)	\$266.10
		Maitland (NSW)	\$244.60
		Mount Isa (QLD)	\$271.60
		Newcastle (NSW)	\$255.60
		Newman (WA)	\$308.10
		Norfolk Island	\$302.60
		Port Pirie (SA)	\$248.10
		Port Hedland (WA)	\$383.10
		Thursday Island (QLD)	\$293.10
		Townsville (QLD)	\$247.60
		Weipa (QLD)	\$251.10
		Wilpena-Pound (SA)	\$257.10
		Wollongong (NSW)	\$241.10
		Wonthaggi (VIC)	\$235.10
		Yulara (NT)	\$453.10
	28.8.2	Tier 2 country centres	Per day
		Albany (WA)	\$224.30
		Alice Springs (NT)	\$224.30
		Ararat (VIC)	\$224.30
		Armidale (NSW)	\$224.30
		Bairnsdale (VIC)	\$224.30
		Bathurst (NSW)	\$224.30
		Bordertown (SA)	\$224.30
		Bright (VIC)	\$224.30
		Broken Hill (NSW)	\$224.30
		Bundaberg (QLD)	\$224.30
		Castlemaine (VIC)	\$224.30
		Ceduna (SA)	\$224.30
		Cocos (Keeling) Islands	\$224.30
		Coffs Harbour (NSW)	\$224.30
		Cooma (NSW)	\$224.30
		Dubbo (NSW)	\$224.30
		Emerald (QLD)	\$224.30
		Esperance (WA)	\$224.30
		Gosford (NSW)	\$224.30
		Goulburn (NSW)	\$224.30
		Hamilton (VIC)	\$224.30
		Hervey Bay (QLD)	\$224.30
		Horsham(VIC)	\$224.30
		Innisfail (QLD)	\$224.30
		Kadina (SA)	\$224.30
		Kingaroy(QLD)	\$224.30
		Mildura (VIC)	\$224.30
		Mount Gambier (SA)	\$224.30
		Mudgee (NSW)	\$224.30
		Muswellbrook (NSW)	\$224.30
		Naracoorte (SA)	\$224.30
		Orange (NSW)	\$224.30
		Port Augusta (SA)	\$224.30
		Portland (VIC)	\$224.30
		Port Lincoln (SA)	\$224.30
		Port Macquarie (NSW)	\$224.30
		Queanbeyan (NSW)	\$224.30

		Renmark (SA)	\$224.30
		Rockhampton (QLD)	\$224.30
		Roma (QLD)	\$224.30
		Seymour (VIC)	\$224.30
		Swan Hill (VIC)	\$224.30
		Tamworth (NSW)	\$224.30
		Tennant Creek (NT)	\$224.30
		Toowoomba (QLD)	\$224.30
		Tumut (NSW)	\$224.30
		Wagga Wagga (NSW)	\$224.30
		Warrnambool (VIC)	\$224.30
		Whyalla (SA)	\$224.30
	28.8.2	Other country centres	Per Day \$204.30
	28.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	\$17.30 50% of the appropriate location rate
3	28.8.1	Incidental expenses	\$17.30
4		Camping allowance	Per night
	36.2.1	Established camp	\$28.55
	36.2.1	Non established camp	\$37.75
	36.2.2	Additional allowance for staff who camp in excess of 40 nights per year	\$9.00
5	37.2	Composite allowance (per day)	\$136.10
6		Use of private motor vehicle	Cents per kilometre
	38.3	Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0
		1600cc or less	63.0
	38.3	Casual rate (40% of official business 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
	38.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.75
7		Camping equipment allowance	Per night
	40.2	Camping equipment allowance	\$28.20
	40.3	Bedding and sleeping bag	\$4.70
8		Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	\$1806pa
	41.2.2	- Grade B	\$2396 pa
	41.2.3	- Grade C	\$3199 pa
		Without dependants	
	412.1	- Grade A	\$1260 pa
	41.2.2	- Grade B	\$1679 pa
	41.2.3	- Grade C	\$2240 pa

9	42.1	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$44.55
		Other transport - with dependants	Actual reasonable expenses in excess of \$44.55 and up to \$298.25
		Other transport - without dependants	Actual reasonable expenses in excess of \$44.55 and up to \$147.30
		Rail travel	Actual rail fare less \$44.55
10	43	Insurance cover	Up to \$A 1,173
11	44.2	Exchanges	Actual cost
12	45.1	Room at home used as office	\$823pa
13	94.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2011)	0.84 per hour
14	47	Flying allowance (effective ffpp on or after 1 July 2011)	\$17.90 per hour
15	48.1	Uniforms, protective clothing and laundry allowance	\$4.35 per week
16	50.1	Garage and carport allowance - Garage allowance - Carport allowance	Per annum \$582pa \$129 pa
17	51.1	Community language allowance scheme (effective ffpp on or after 1 July 2011) - Base Level Rate - Higher Level Rate	Per annum \$1194 pa \$1794 pa
18	52.1	First aid allowance (effective ffpp on or after 1 July 2011) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$769 pa \$1155 pa
19	96.1	Overtime meal allowances Breakfast Lunch Dinner	Effective 1 July 2011 \$26.45 \$26.45 \$26.45

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

C. G. STAFF J.